



JAMES A. NOYES, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

May 8, 2003

IN REPLY PLEASE

REFER TO FILE: **AS-0**

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**TRASH MONITORING SERVICES FOR FULL CAPTURE  
TRASH SEPARATION UNITS  
ALL SUPERVISORIAL DISTRICTS  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY  
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Find that the contract work is exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Award the contract for "Trash Monitoring Services for Full Capture Trash Separation (FCTS) Units" to United Storm Water, Inc., located in City of Industry, California. This contract will be for a period of two years commencing on July 1, 2003, with eight 1-year renewal options not to exceed a total contract period of ten years.
3. Instruct the Chair to sign this contract.
4. Authorize the contractor to proceed with the work in accordance with the contract's specifications, terms, conditions, and requirements.
5. Authorize Public Works to encumber an annual amount not to exceed \$150,000 representing the estimated maximum annual cost for this service. Financing for this service is available from the Flood Control District Fiscal Year 2003-04 budget.

6. Delegate authority to the Director of Public Works to renew this contract for the eight 1-year renewal options, if, in the opinion of the Director, renewal is warranted.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Under new requirements from the Regional Water Quality Control Board, the County is required to capture litter before it is discharged into the Los Angeles River and Ballona Creek. This recommended action is to award a contract to monitor and cleanout debris collected FCTS Units that are installed at various locations within the Los Angeles River and Ballona Creek watersheds. The contractor will monitor the types and quantities of debris collected. The data collected will be used to form a regulatory baseline and to determine the effectiveness of upstream catch basin inserts.

### **Implementation of Strategic Plan Goals**

This contract is consistent with the County's Strategic Plan Goals of Service Excellence, Organizational Effectiveness, and Children and Families' Well Being. This service is to be provided on a part-time and intermittent basis and the contractor has the expertise to complete the work, which will allow Public Works to provide this service to the public in a more responsive manner, as well as improve the quality of life in the County.

### **FISCAL IMPACT/FINANCING**

This contract's amount is not to exceed \$150,000 annually. This contract will be for a period of two years commencing on July 1, 2003. With the Board's delegated authority, the Director may renew this contract from year to year for a total contract period not to exceed ten years. In any event, this contract may be canceled or terminated at any time by the County, without cause, upon the giving of at least 30 days' written notice to the contractor.

Financing for this service is available from the Flood Control District's Fiscal Year 2003-04 budget. There will be no impact on net County cost.

This contract allows cost-of-living adjustments for the eight-optional years in accordance with County policy established by the Chief Administrative Office.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The contractor has properly executed this contract and County Counsel has approved it as to form.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code Chapter 2.201) does not apply to this recommended contract that is for services required on a part-time and intermittent basis.

### **ENVIRONMENTAL DOCUMENTATION**

These services are categorically exempt from the CEQA as specified in Class 1(e) of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

### **CONTRACTING PROCESS**

On January 6, 2003, Public Works solicited proposals from 245 independent contractors and community business organizations to accomplish this work. Also, notice of proposal availability was placed on the County's bid website (Enclosure A) and an advertisement was placed in the Los Angeles Times.

On February 13, 2003, two proposals were received. The proposals were first reviewed to ensure they met the mandatory requirements as outlined in the Request for Proposals (RFP). Having met these requirements, they were then evaluated by an evaluation committee consisting of Public Works' staff. The committee's evaluation was based on criteria described in the RFP that included proposed fee, proposer's experience, work plan of action/approach, and proposer's capability. Based on this evaluation, Public Works is recommending that a contract for this work be awarded to United Storm Water, Inc., located in City of Industry, California, who was found to be the most responsive and lowest-cost proposer to perform the required service.

Enclosure B reflects the proposers' minority participation. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

This contract contains Board-approved contract terms and conditions regarding current and new employee notification of the Federal-earned income tax credit, agreement to maximize to the extent possible the use of recycled-content paper products, contractor responsibility and debarment, jury service requirements, and no payment for services received after contract expiration or termination.

Public Works has confirmed that the Child Support Services Department has received the contractor's Principal Owner Information Form in compliance with Los Angeles County Code, Chapter 2.200 (Child Support Compliance Program).

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers'

The Honorable Board of Supervisors  
May 8, 2003  
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Compensation insurance will be obtained from the contractor before any work is assigned.

As requested by your Board, the contractor has submitted a safety record that, in our opinion, reflects that activities conducted by the contractor in the past have been according to reasonable standards of safety.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be requested to perform services which will exceed the contract's approved amount, scope of work, and/or terms.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The award of this contract will not result in the displacement of any County employees.

**CONCLUSION**

Please have the original and one copy of this contract signed by the Chair. Please return the signed copy for the contractor to Public Works, together with a conformed copy for Public Works' file. The fully executed original should be retained for your files.

One approved copy of this letter is requested.

Respectfully submitted,

JAMES A. NOYES  
Director of Public Works

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Enc. 5

cc: Chief Administrative Office  
County Counsel

Award information has not been added at this time.

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### Bid Information

**Bid Number :** PW-ASD 173  
**Bid Title :** TRASH MONITORING SERVICES FOR FULL CAPTURE TRASH SEPARATION UNITS  
**Bid Type :** Service  
**Department :** Public Works  
**Commodity :** GARBAGE/TRASH REMOVAL AND DISPOSAL SERVICE  
**Open Date :** 1/6/2003  
**Closing Date :** 1/21/2003 5:30 PM  
**Bid Amount :** \$ 150,000  
**Bid Download :** Not Available  
**Bid Description :** NOTICE IS HEREBY GIVEN that sealed proposals will be received by the County of Los Angeles Department of Public Works up to 5:30 p.m., Wednesday, February 5, 2003, for "Trash Monitoring Services for Full Capture Trash Separation Units." The annual cost of this service is estimated to be \$150,000.

A Proposer's Conference will be held Tuesday, January 21, 2003, at 2 p.m., at Public Works' Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room B. ALL INTERESTED PROPOSERS MUST ATTEND THIS CONFERENCE. Proposals received from proposers not attending this conference will be rejected as nonresponsive. This facility is compliant with the requirements of the Americans with Disabilities Act (ADA).

Upon request, we can provide contract information in alternate formats or make other accommodations for people with disabilities. To request accommodations ONLY, or for more ADA information, please contact our departmental ADA Coordinator at (626) 458-4081 or TDD at (626) 282-7829, Monday through Thursday, from 7 a.m. to 5:30 p.m.

A copy of the specifications, terms, conditions, requirements, and proposal submittal forms may be obtained at no charge, Monday through Thursday, 7 a.m. to 5:30 p.m., from Public Works' Lobby Cashier at 900 South Fremont Avenue, Alhambra, California 91803, or by calling Marcia Lucero at (626) 458-4044 (se habla Espanol) to have it mailed.

**Contact Name :** MARCIA LUCERO  
**Contact Phone# :** (626) 458-4044  
**Contact Email :** [mlucero@ladpw.org](mailto:mlucero@ladpw.org)  
**Last Changed On :** 1/7/2003 4:59:03 PM

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**County of Los Angeles**  
**Request for Local Small Business Enterprise (SBE) Preference Program Consideration and**  
**CBE Firm/Organization Information Form**

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

FIRM NAME:	
<input checked="" type="checkbox"/> I AM NOT <input type="checkbox"/> I AM	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number:	

**II FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify)						
Total Number of Employees (including owners): 25						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American				1		
Hispanic/Latino	6	3	4		6	2
Asian or Pacific Islander						1
American Indian	1					
Filipino						1
White						

**III PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	60 %	%	10 %	%	%
Women	%	30 %	%	%	%	%

**IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date
MBE Certification Pending as of	X	—	—	—	—
1/27/03	X	—	—	—	—

**V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.**

Authorized Signature:	Title: Director of Operations	Date: 1-28-03
Paul Corn		

**County of Los Angeles**  
**Request for Local Small Business Enterprise (SBE) Preference Program Consideration and**  
**CBE Firm/Organization Information Form**

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

**LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

FIRM NAME:	
<input checked="" type="checkbox"/> I AM NOT <input type="checkbox"/> I AM	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number: 50485501	

**II FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify)						
Total Number of Employees (including owners): 35						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American	—	—	—	—	5	—
Hispanic/Latino	—	—	—	—	10	1
Asian or Pacific Islander	—	—	—	—	1	—
American Indian	—	—	—	—	—	—
Filipino	—	—	—	—	—	—
White	—	—	5.6	1	2	9

**III PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	0 %	0 %	0 %	0 %	0 %	0 %
Women	0 %	0 %	0 %	0 %	0 %	0 %

\* NATIONAL PLANT SERVICES IS wholly-owned By the Geylon Corporation, Chicago, Ill.

**IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

**V. DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Title: President	Date: 2/12/03
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## A G R E E M E N T

This AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2003, by and between the COUNTY OF LOS ANGELES, acting as the governing body of the Los Angeles County Flood Control District, hereinafter referred to as "DISTRICT," and UNITED STORM WATER, INC., hereinafter referred to as "CONTRACTOR."

## W I T N E S S E T H

FIRST: That the Contractor, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said County of the Contractor's Proposal filed with the District on the 13th day of February 2003, hereby agrees to provide monitoring and collection services for full capture trash separation units at predetermined locations within the District's boundary as described in the attached Specifications for "Trash Monitoring Services for Full Capture Trash Separation Units."

SECOND: The Contract Specifications, the Contractor's Proposal, and the Standard Terms and Conditions of Los Angeles County Services Contracts, all attached hereto; Addenda to the Request for Proposals; and the insurance certifications are incorporated herein, and are agreed by the District and the Contractor to constitute an integral part of the Contract documents.

THIRD: The District agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract's Specifications to the satisfaction of the Director of Public Works, to pay the Contractor pursuant to Part I, Section 6, Schedule of Prices, as set forth in the Contractor's Proposal, an annual amount not to exceed \$137,850 or such greater amount as the Board may approve.

FOURTH: In the event that terms and conditions which may be listed in the Contractor's proposal conflict with the District's Specifications, Requirements, Terms, and Conditions, herein, the District's Specifications, Requirements, Terms, and Conditions shall control and be binding.

FIFTH: The Contractor agrees in strict accordance with the Contract Specifications and Conditions to meet the District's requirements.

SIXTH: This Contract constitutes the entire agreement between the District and the Contractor with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

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COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS  
ADMINISTRATIVE SERVICES DIVISION  
ALL-PURPOSE ACKNOWLEDGMENT

State of California  
County of Los Angeles  
On April 30, 2003 before me

Karla Morazan, Notary Public  
NAME, TITLE OF OFFICE - e.g. "Janie Doe, Notary Public"

personally appeared EDUARDO PERRY JR & ROBERT PINA  
NAME(S) OF SIGNER(S)

☒ personally know to me -OR- ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that, by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Karla Morazan  
SIGNATURE OF NOTARY

CAPACITY CLAIMED BY SIGNER(S)

- ☐ INDIVIDUAL(S)  
☒ CORPORATE OFFICER(S)  
EDUARDO PERRY JR AND  
ROBERT PINA, PRESIDENT & SEC.  
TITLE(S)  
☐ PARTNER(S)  
☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GRADIAN/CONSERVATOR  
☐ OTHER: \_\_\_\_\_

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)  
UNITED STORM WATER, INC

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE  
MUST BE ATTACHED  
TO THE DOCUMENT  
DESCRIBED AT RIGHT:

Title or Type of Document \_\_\_\_\_

Number of Pages \_\_\_\_\_ Date of Document \_\_\_\_\_

Signer(s) Other Than Named Above \_\_\_\_\_

IN WITNESS WHEREOF, the District has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chair of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the Contractor has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES,  
Acting as the governing body of the  
Los Angeles County Flood Control District

By \_\_\_\_\_  
Chair, Board of Supervisors

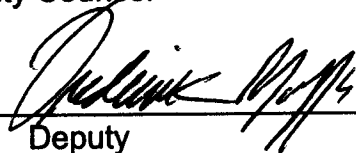
ATTEST:

VIOLET VARONA-LUKENS  
Executive Officer of the  
Board of Supervisors of  
the County of Los Angeles

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN  
County Counsel

By  \_\_\_\_\_  
Deputy

UNITED STORM WATER, INCORPORATED

By  \_\_\_\_\_  
Its President

By  \_\_\_\_\_  
Its Secretary

# TRASH MONITORING SERVICES FOR FULL CAPTURE TRASH SEPARATION UNITS

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- \*\*Section 6 - Schedule of Prices

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- \* AFFIDAVIT FOR PARTNERSHIP PROPOSAL
- \* AFFIDAVIT FOR CORPORATION PROPOSER
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- \*\* LOCAL SBE PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM
- \*\* GAIN EMPLOYMENT COMMITMENT
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- \*\* JURY SERVICE PROGRAM FORM
- POLICY ON DOING BUSINESS WITH SMALL BUSINESS
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- SAFELY SURRENDERED BABY FACT SHEET (SPANISH)

### **EXHIBITS**

- EXHIBIT A - DATA RECORDING FORM
- EXHIBIT B - TOTAL MAXIMUM DAILY LOAD (TMDL) REGULATORY REQUIREMENT
- EXHIBIT C - WORK AREA SAFETY REQUIREMENTS
- EXHIBIT D - FULL CAPTURE TRASH SEPARATION UNIT LOCATIONS

- \* The appropriate Affidavit shall be submitted with Proposal.
- \*\* Section and Attachments to be submitted with Proposal.

PART I  
SPECIFICATIONS AND CONDITIONS  
FOR  
TRASH MONITORING SERVICES FOR  
FULL CAPTURE TRASH SEPARATION UNITS  
SECTION 1  
WORK REQUIRED/PROPOSAL SUBMISSION

A. Work Required

Proposers are requested to provide a Proposal for services in the form described in the following Sections and Attachments. Proposers are instructed to carefully read these Terms, Requirements, Specifications, Conditions, Attachments, and Exhibits.

The work to be accomplished under these Specifications is to monitor Full Capture Trash Separation (FCTS) units at predetermined locations (Exhibit D) within the County's Flood Control District boundary and the collected litter. The project areas are in the County's Los Angeles River and Ballona Creek Watersheds.

B. Proposal Submission

Proposals shall be submitted using the following sequence, content, and according to the format stated below. Failure to provide the required information or comply with these guidelines may be a basis for rejection of the Proposal:

1. Title page which indicates the Proposer's name, project title, and date of submission.
2. Comprehensive Table of Contents for material included in the Proposal.
3. A Comprehensive description of the Proposer's capabilities, as listed below, and in sufficient detail and scope to provide for a meaningful evaluation, comparison, and assessment.

Background  
Experience  
Organization  
Staff  
Key Personnel

*PART I - SPECIFICATIONS AND CONDITIONS (continued)*

4. Work Plan of Action/Approach which describes the procedures, techniques, and methods that will be employed in meeting the objectives outlined in Section 2, Scope of Work. Additionally, the County seeks diverse, broad-based participation in its contracting.
5. Provide copies of the company's financial statements prepared by a certified public accountant for the last two full fiscal years. Statements should include the company's assets, liabilities, and net worth. At a minimum, statements must include a balance sheet (statement of financial position), income statement (statement of operations), and retained earnings statement. If audited statements are available, these should be submitted. Income tax returns and personal financial records are unacceptable. Financial records will not be held confidential unless they are properly designated as trade secrets in accordance with Part II, Section 2.0, Disclosure of Contents of Proposals.
6. Submitted on the Schedule of Prices (Part I, Section 6) form(s) provided.
7. Submitted with a copy of the Proposer's required license/certifications to perform the work.
8. Submitted with proof and/or a positive statement that the required insurance coverage can be provided.
9. Accompanied by the Proposer's Industrial Safety Record, Conflict of Interest, Equal Employment Opportunity (EEO), and Child Support Compliance Program certifications, Proposer's Reference List, List of Subcontractors, Local SBE Preference Program Consideration and CBE Firm/Organization Information Form, GAIN Employment Commitment, Jury Service Form, and the appropriate Business Affidavit (all attached).
10. If subcontractors are to be employed, Proposer shall include a specific description of the qualifications of each subcontractor, their tasks, experience, staff, and contact person. All subcontractors to be employed by the Proposer, to perform any of the work under this Proposal, shall be subject to the same requirements set forth in this Request for Proposal. For each subcontractor contemplated the Proposer shall submit the subcontractor's following forms (all attached):
  - Contractor's Industrial Safety Record;
  - Certificate Conflict of Interest;

*PART I - SPECIFICATIONS AND CONDITIONS (continued)*

- Proposer's/Offeror's EEO Certification;
  - Local SBE Preference Program Consideration and CBE Firm/Organization Information Form
  - Jury Service Program Form;
  - Gain Employment Commitment Form;
  - Principal Owner Information Form;
  - Child Support Compliance Program Certification.
11. Submitted with a statement that demonstrates or attests to the Proposer's ability to meet the following requirement:
- As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services' Greater Avenue for Independence (GAIN) or shall attest to a willingness to consider GAIN participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN participants access to Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proposers who are unable to meet this requirement shall not be considered for contract award.
12. Submit along with the Proposal, certification in accordance with the provisions of Section 2.200.060 of the County Code that: 1) the Principal Owner Information Form (attached) has been appropriately completed and provided to the Child Support Services Department with respect to the Proposer's Principal Owners; 2) the Proposer has fully complied with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 3) the Proposer has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and continues to maintain compliance. Such certification must be submitted on the Child Support Compliance Program Certification (attached). Failure by the Proposer to provide the Principal Owner Information Form to the Child Support Services Department will be grounds for a finding by the County that the Proposal is nonresponsive.
13. The resultant contract from this RFP will be subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Proposer should carefully read the Jury Service Program (See Attachments), and the

PART I - SPECIFICATIONS AND CONDITIONS (continued)

pertinent jury service provisions of Part II, Section 3.U., both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both contractors and their subcontractors. Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

- a. The Jury Service Program requires contractors and their subcontractors to have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a contractor and "full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County; or 2) the contractor has a long-standing practice that defines the lesser number of hours as full time. Therefore, the Jury Service Program applies to all of a contractor's full-time California employees, even those not working specifically on the County project.
- b. There are two ways in which a contractor might not be subject to the Jury Service Program. The first is if the contractor does not fall within the Jury Service Program's definition of "contractor." The Program defines "contractor" to mean a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to contractors that have: 1) ten or fewer employees; and, 2) annual gross revenues in the preceding 12 months which, if added to the annual amount of this contract is less than \$500,000; and, 3) is not an "affiliate or subsidiary of a business dominant in its field of

*PART I - SPECIFICATIONS AND CONDITIONS (continued)*

operation." The second exception applies to contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

- c. If a contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the contractor must so indicate in the Certification Form and Application for Exception (See Attachments) and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the contractor's application, the County will determine, in its sole discretion, whether the contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.
- 14. Additional data and material not specifically requested for evaluation, but which the Proposer feels is essential, must appear in the last section. If there is no additional data the Proposer wishes to present, this Section will consist of the Statement, "There is no additional data we wish to present."
- 15. Proposal shall be submitted with four complete copies (one original and three copies) of the Proposal and any related information. Proposals received after the closing date and time will be rejected by Public Works as nonresponsive.
- 16. Submitted to the County of Los Angeles Department of Public Works' Lobby Cashier, 900 South Fremont Avenue, Alhambra, California 91803, in a package which clearly identifies this Proposal and Proposer. All Proposals will be officially received by Public Works only when accepted and time stamped by the Lobby Cashier. It is the responsibility of the Proposer to instruct delivery services, such as United Parcel Service and Federal Express, to deliver Proposals directly to the Lobby Cashier. Proposals not delivered to the Lobby Cashier may be delayed in being officially time stamped by the Lobby Cashier and may miss the Proposal submission deadline. All Proposals received at Public Works' Mail

*PART I - SPECIFICATIONS AND CONDITIONS (continued)*

Center through the United States Postal Service will be forwarded to the Lobby Cashier as quickly as possible. The Mail Center will not time stamp proposals. We will not be responsible for any delays or missed deadlines for proposals not delivered directly to the Lobby Cashier.

C. Local Small Business Enterprise Preference Program

In evaluating proposals, the County will give preference to businesses that are certified by the County as a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204 of the Los Angeles County Code. Proposers who wish to be considered for this preference should do so using the attachment entitled Request for Local SBE Preference Program Consideration and CBE Firm/ Organization Information Form. (See forms list, above.) A Certified Local SBE is a business: 1) certified by the State of California as a small business enterprise; 2) having its principal office currently located in Los Angeles County for a period of at least the past 12 months; and 3) certified by Office of Affirmative Action Compliance as meeting the requirements set forth in 1 and 2 above. Certified Local SBEs must request the SBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed. County must verify Local SBE certification prior to applying the preference. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.

Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at <http://www.pd.dgs.ca.gov/smbus/default>.

D. Vendor Registration

Proposers must register on line with the County's Web-based vendor registration system to facilitate the contract award process. Registration is accessible through the "Doing Business with the County" link on the County's Internet Home Page at [www.lacounty.info](http://www.lacounty.info).

*PART I - SPECIFICATIONS AND CONDITIONS (continued)*

SECTION 2

SCOPE OF WORK

A. Proposal Requirements and Conditions

Proposers are requested to review Part II, Section 2 - General Proposal Requirements and Conditions, as well as the County's "Policy on Doing Business with Small Business" and the County's "Vision" statement (both attached).

B. Proposers' Conference

Prior to submission of Proposal, all Proposers are required to attend a Proposers' Conference to be held at Public Works Headquarters, Conference Room B, 900 South Fremont Avenue, Alhambra, California 91803, on **January 21, 2003 at 2 p.m.** **ALL INTERESTED PROPOSERS MUST ATTEND THIS CONFERENCE.** Proposals received from Proposers not signed in as attending this Conference will be rejected as nonresponsive. Proposers are encouraged to be prepared to ask questions concerning this Request for Proposals' requirements, specifications, terms, and conditions. Upon conclusion of the Proposers' Conference, Public Works will only provide further clarifications and/or answers concerning this solicitation through an addendum(s) to all who attended the conference.

C. Work Description

Under new requirements from the Regional Water Quality Control Board, the County is required to capture litter before it is discharged into the Los Angeles River and Ballona Creek. The Contractor shall monitor FCTS units at predetermined locations (Exhibit D) and the types and quantities of debris collected. The FCTS listed as "To Be Determined" may be abandoned at the discretion of Public Works. All data collection shall be done carefully and accurately by the Contractor. The information will be used to form a regulatory baseline and to determine the effectiveness of upstream catch basin inserts, therefore extreme care is needed in all phases of work (See Exhibit B).

Contractor shall monitor the FCTS units, and perform periodic collection and measuring of trash from the units, and dispose of collected trash, as described herein:

1. Contractor shall clean out, sort, and measure material collected in the FCTS units. The measurement records will be used to study the effectiveness of the catch basin inserts installed upstream of the FCTS units. Contractor shall conduct a thorough clean out and

*PART I - SPECIFICATIONS AND CONDITIONS (continued)*

measurement of debris from each FCTS unit within 72 hours following the end of each storm event in areas receiving more than 0.25 inch of rain or where directed by Public Works. All clean-out events will be initiated by Public Works. Contractor shall also clean the FCTS units and measure debris a minimum of once every three months in the absence of rain. It is estimated that there may be 5 to 15 storms per year, on the average, triggering a clean out.

2. Contractor shall remove all water, litter, sediment, or vegetation retained within the FCTS units during clean out. Contractor shall not discharge any removed materials into the channel or flowing water. It is suggested that a separate container(s) be used for the water since the water may be placed back in the FCTS units after the materials are removed.
3. Contractor shall thoroughly separate litter collected at each FCTS unit from vegetation and sediment.
4. Contractor shall measure collectively vegetation and sediment from each FCTS unit by weight to the nearest ounce and volume to the nearest quarter gallon.
5. Contractor shall measure man made litter collected at each insert by weight to the nearest ounce and volume to the nearest quarter gallon.
6. Contractor shall report data by individual FCTS units and submit to Public Works within four working days of the clean out date. A sample of the form which may be required for reporting is included as Exhibit A.
7. Contractor shall begin monitoring as soon as possible during the 2002/2003 storm season, which begins on October 15th.

D. Hours and Days of Service

Hours of services shall be primarily 7 a.m. to 4 p.m., Monday through Friday. Work hours may be altered, when necessary, with the approval of the Director. Monitoring and clean out hours shall be done as appropriate to ensure that the storm drain system is operating properly and data is being collected adequately.

E. Duration of Contract

This Contract's performance period is anticipated to commence

*PART I - SPECIFICATIONS AND CONDITIONS (continued)*

on July 1, 2003, and continue for a period of two years. At the discretion of the County, the Contract may be extended in increments of one year, not to exceed a total contract period of ten years. The County, acting through the Director, will give a written notice of intent to extend the term at least 30 days prior to the end of each term. This Contract may be canceled or terminated at any time by the County without cause upon the giving of at least 30 days' written notice to the Contractor.

F. Utilities

Public Works will not provide utilities.

G. Storage Facilities

Public Works will not provide storage facilities for the Contractor.

H. Removal of Debris

Contractor shall be responsible for the proper removal, transportation, and disposal of trash, sediment, vegetation, and debris from the FCTS units in accordance with applicable laws and regulations. All material derived from the FCTS units specified herein shall be removed from Public Works property and disposed of at the Contractor's expense.

I. Special Safety Requirements

1. All Contractor operators shall be expected to observe all applicable Cal/OSHA and Public Works safety requirements while at Public Works job sites. Contractor shall provide, at its expense, all safeguards, safety devices, and protective equipment and shall take any and all actions appropriate to providing a safe job site for employees and the public.
2. Hard hats will be worn at all times. Suitable clothing, gloves, hearing protection, and shoes that meet Cal/OSHA requirements are required.
3. Contractor shall be responsible for safety for its personnel, including providing safety training and safety devices, such as traffic delineators and warning lights at the work sites.
4. Contractor shall have at the worksite copies or suitable extracts of all applicable Construction Safety Orders, Tunnel Safety Orders, and General Industrial Safety

*PART I - SPECIFICATIONS AND CONDITIONS (continued)*

Orders issued by the State Division of Industrial Safety.

5. Contractor shall observe additional work area safety requirements included as Exhibit C.

J. Responsibilities of the Contractor

1. Contractor shall comply with provisions of all applicable laws, ordinances, and regulations. Contractor shall maintain work areas in a neat, orderly, clean, and safe manner. Contractor shall avoid spreading out equipment around the work area. Location and layout of all equipment and materials at each job site shall be subject to the approval of the Public Works inspector.
2. Contractor shall perform additional work if required by Public Works.
3. Contractor shall obtain all necessary city permits and complying with all safety and other regulatory requirements.
4. Contractor shall be responsible for the security of any and all of its equipment during the initial survey, monitoring, and clean out process. Contractor shall provide protection against vandalism and/or accidental damage during both working and non-working hours for these operations.
5. Contractor shall pay all fines, fees, and penalties resulting from traffic control and parking violations, such as, but not limited to overloading, truck route, permits, equipment defects, and curb stopping or parking restrictions.

K. Responsibilities of Public Works

Public Works will determine the need for, and provide, job site inspection.

L. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program (IIPP) and Code of Safe Practices (CSP). The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project

*PART I - SPECIFICATIONS AND CONDITIONS (continued)*

Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

M. Best Management Practices

Best Management Practices shall be defined as any program, technology, process, siting criteria, operating method, measure, or device which controls, prevents, removes, or reduces the pollution of storm water. Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3 Construction BMP Handbook. This publication is available from:

Blue Print Service	County of Los Angeles
1700 Jefferson Street	Department of Public Works
Oakland, CA 94612	Cashiers Office
Telephone (510) 287-5485	900 S. Fremont Avenue
Fax (510) 444-1262	Alhambra, CA 91803
	Telephone (626) 458-6959

Contractor shall have a minimum of two readily accessible copies of this publication on the project site at all times.

Contractor shall implement the following BMPs for the prevention of storm water pollution in conjunction with all its activities and operations:

WASTE MANAGEMENT

CA 020	Solid Waste Management
CA 021	Hazardous Waste Management
CA 024	Sanitary/Septic Waste Management

VEHICLE AND EQUIPMENT MANAGEMENT

CA 030	Vehicle and Equipment Cleaning
CA 031	Vehicle and Equipment Fueling
CA 032	Vehicle and Equipment Maintenance

TRAINING

CA 040	Employee/Subcontractor Training
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Additional BMPs may be required as a result of a change in actual field conditions, Contractor activities, or construction operations. When more than one BMP is listed under each specific BMP category, Contractor shall select the appropriate and necessary number of BMPs within each category in order to achieve the BMP objective.

*PART I - SPECIFICATIONS AND CONDITIONS (continued)*

Contractor is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency, and private citizens. The County will deduct, from payments due the Contractor, the total amount of any fines levied on the County, plus legal and staff costs, as a result of the Contractor's lack of compliance with these provisions and/or less than complete implementation of the specified BMPs.

N. National Pollutant Discharge Elimination System

The Contractor shall not allow any debris from its operations under this Contract to be deposited into the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System (NPDES) Permit.

PART I - SPECIFICATIONS AND CONDITIONS (continued)

SECTION 3

AWARD AND EXECUTION OF CONTRACT

A. Award of Contract

The County reserves the right to award the Contract to the Proposer whose Proposal provides the most beneficial program and price, with all other factors considered. The awardee shall sign and return this Contract, together with copies of the required insurance certification, within seven days after notification by Public Works of intent to recommend award of this Contract to the Board.

B. Final Contract Award by Board

Notwithstanding a recommendation of a department, agency, individual, or other, the Board retains the right to exercise its judgment concerning the selection of a proposal and the terms of any resultant agreement, and to determine which proposal best serves the interest of the County. The Board is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

C. Legal Status of Contractor's Personnel at Facility

Contractor warrants that it fully complies with all laws regarding employment of aliens and others, and that all of its employees performing services hereunder meets the citizenship or alien status requirements contained in Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (PL. 99-603). Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless, the County, its officers and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

*PART I - SPECIFICATIONS AND CONDITIONS (continued)*

D. County Lobbyists

Each County lobbyist, as defined in the Los Angeles County Code Section 2.160.010, retained by Proposer submitting a response to this Request for Proposals or Contractor awarded this Contract shall be in full compliance with Chapter 2.160 of the Los Angeles County Code. The Proposer's/Contractor's signature on the Proposal/Contract is its certification that it is in full compliance with Chapter 2.160. Failure on the part of any County lobbyist retained by Proposer/Contractor to fully comply with the County Lobbyist Ordinance shall be sufficient cause for rejection of the Proposal or shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

E. Evaluation of Proposals

All responses to this Request for Proposals become the property of the County. Upon receipt of said Proposal as specified, the County will select a Contractor from among those submitting Proposals. Said selection will be based on the evaluation criteria set forth below. After a Contractor has been selected by the County, the County and Contractor may negotiate a contract for submission to the Board for their consideration and possible approval.

The County may require whatever evidence it deems necessary relative to the Contractor's financial stability.

The County reserves the sole right to judge the Contractor's representation, either written or oral, as stated in the Proposal submitted.

The County may, at its option, invite one or more of the Proposers to make a presentation to an evaluation committee before a final selection is made.

F. Evaluation Criteria

The evaluation criteria to be used in the selection process will include, but is not limited to the following considerations:

1. Proposals will first be reviewed on a Pass/Fail basis. Proposals not meeting all of these requirements will be rejected as nonresponsive:
  - a. Proposal was time stamped by the Cashier prior to the deadline for submission of the Proposal.

*PART I - SPECIFICATIONS AND CONDITIONS (continued)*

- b. Proposer's Safety Record which reflects that the Proposer has provided services in a safe manner.
  - c. Proposer shows an ability to meet insurance requirements.
  - d. Proposer has met the GAIN requirements.
  - e. Proposer has submitted to the Child Support Services Department the Principal Owner Information and Child Support Compliance Program Forms.
  - f. Proposer has signed all appropriate forms and Part I, Section 6, Schedule of Prices.
  - g. Proposer is signed in as attending the Proposers' Conference.
2. Proposals passing the first step will be evaluated based on the following:
- a. Proposed Fee (50 points)

The proposed fee should accurately reflect the annual cost of providing the required services. The lowest cost proposal will be determined based on the total annual amount. The lowest cost proposal will receive the full weight of this evaluated item. Other proposals will receive a prorated weight. The Proposal with the lowest annual amount will receive the full weight of this evaluated item (50 points). Other Proposals will receive a prorated amount of points calculated as follows: divide the lowest annual amount by each other Proposers' annual amount and multiply the result by the total points for this evaluation criteria (50 points). However, the lowest proposed fee may not necessarily result in the award of a contract.

In addition, should one or more of the Proposers request and be granted the Local SBE Preference, the price component points will be determined as follows:

Five percent (5%) of the lowest price proposed will be calculated, which shall not exceed \$50,000, and that amount will be deducted from the price submitted by all Local SBE Proposers who requested and were granted the Local SBE Preference.

*PART I - SPECIFICATIONS AND CONDITIONS (continued)*

b. Proposer's Experience (25 points)

- 1) Public Works will check at least three of the Proposer's references for overall satisfaction with Proposer's services, especially services provided to other County departments. Length of service provided to references under contract. Results of onsite inspections by County.
- 2) Record of Proposer's experience in providing solid waste management or trash and debris removal services to large organizations with demonstrated quality and reliability standards having been met in the service provided. Of particular interest will be trash removal services provided to agencies of similar size and nature.

c. Work Plan of Action/Approach (15 points)

Describes the procedures, techniques, and methods that will be employed in meeting the objectives outlined in Part I, Section 2, Scope of Work. Factors to determine the adequacy and effectiveness of Proposer's methods to conduct and accomplish a successful program will include but are not limited to the work methodology, activity coordination, staff size and appropriateness to geographic area, training, the ratio of supervisor/staff to workers, etc.

d. Proposer's Capability (10 points)

- 1) Proposer's competence to perform the work, based on manpower, number and size of vector trucks, and other relevant information.
- 2) Proposer's financial statements or annual reports will be evaluated on the extent to which the statements demonstrate that the Proposer has financial and business stability ensuring it can perform the work throughout the term of the Contract. Financial statements or annual reports that are incomplete or unaudited (compiled, reviewed or self-prepared) may be given less weight. A score of zero in this evaluation category may result in rejection of the Proposal.

PART I - SPECIFICATIONS AND CONDITIONS (continued)

SECTION 4

GENERAL INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between the County and Contractor.

Contractor understands and agrees that all persons furnishing services to County pursuant to this Contract are, for all purposes including, but not limited to Workers' Compensation liability, employees solely of Contractor and not of County.

Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation and all other benefits required by law to any person for injuries arising from or connected with services performed on behalf of Contractor pursuant to this Contract.

B. Indemnification

The Contractor shall indemnify, defend, and hold harmless the County, its special districts, elected and appointed officers, employees, and agents (County) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, fines imposed by any governmental agency, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by Section 4.B of this Part, and to the extent allowed by law, the Contractor agrees to defend, indemnify, and hold harmless the County, its special districts, and its officers, employees, and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including but not limited to injury or death to employees of the Contractor, its subcontractors, or County attributable to any alleged act or omission of the Contractor and/or its subcontractors which is in violation of any CalOSHA regulation. The obligation to defend, indemnify and hold harmless includes all investigations and proceedings associated with purported violations of Section 336.10 of

*PART I - SPECIFICATIONS AND CONDITIONS (continued)*

Title 8 of the California Code of Regulations pertaining to multi-employer work sites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of the County. The County may deduct from any payment otherwise due the Contractor any costs incurred or anticipated to be incurred by the County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by CalOSHA arising out of the work being performed by the Contractor under this Contract.

D. Insurance

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at Contractor's own expense.

1. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Administrative Services Division, Attention Erin Lomas, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing services under this Contract. Such certificates or other evidence shall:
  - a. Specifically identify this Contract.
  - b. Clearly evidence all coverage required in this Contract.
  - c. Contain the express condition that County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.
  - d. Include copies of the additional insured endorsement to the commercial general liability and automobile policies, adding the County, its special districts, its officials, officers, and employees as insured for all activities arising from this Contract.
  - e. Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they

*PART I - SPECIFICATIONS AND CONDITIONS (continued)*

apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including but not limited to expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

2. Insurer Financial Rating - Insurance is to be provided by an insurance company acceptable to the County with an A. M. Best rating of not less than A:VII, unless otherwise approved by County.
3. Failure to Maintain Coverage - Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which the County may immediately terminate or suspend this Contract. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.
4. Notification of Incidents, Claims, or Suits - Contractor shall report to County's Project Manager:
  - a. any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
  - b. any third-party claim or lawsuit filed against the Contractor arising from or related to services performed by Contractor under this Contract.
  - c. any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report."
  - d. any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Contract.

*PART I - SPECIFICATIONS AND CONDITIONS (continued)*

5. Compensation for County Costs - In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.
6. Insurance Coverage Requirements for Subcontractors - Contractor shall ensure any and all subcontractors performing services under this Contract meets the insurance requirements of this Contract by either:
  - a. Contractor providing evidence of insurance covering the activities of subcontractor, or
  - b. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

E. Insurance Coverage Requirements

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Complete Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million
2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto."

The above requirements can be met by a combination of primary and excess insurance coverage.

3. Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits, as required by the Labor Code of the State of California, or by any other state for which the Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide Workers' Compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other

*PART I - SPECIFICATIONS AND CONDITIONS (continued)*

Federal law for which the Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

As a condition precedent to its performance pursuant to this Contract, the Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.

PART I - SPECIFICATIONS AND CONDITIONS (continued)

SECTION 5

METHOD OF PAYMENT

A. Payments

Monthly payments will be made for all work completed upon receipt of a claim from the Contractor and applicable reports of clean-out data, subject to the review and approval of the Director. The Contractor's claim and accompanying reports shall clearly indicate the job order number and the Proposal items under which the work was performed.

Public Works agrees to pay the Contractor within 30 days of the receipt of a properly completed invoice from the Contractor.

Invoices shall be sent to:

County of Los Angeles  
Department of Public Works  
Attention Fiscal Division  
Accounts Payable  
P.O. Box 7508  
Alhambra, CA 91802-7508

B. Cost of Living Adjustments

The rate of compensation set forth in Part I, Section 6 may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics', All Urban Consumers Price Index for the Los Angeles-Riverside-Orange County Area (CPI). The contract anniversary date shall be the effective date for any such cost of living adjustment. The percentage change in the rate of compensation shall equal 12 times the average monthly change in the CPI over the first nine months of the Contract's term preceding the effective date. However, any percentage increase shall not exceed the general salary movement granted to County employees as determined by the Chief Administrative Office as of July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no cost of living adjustments will be granted.

## PART I - SPECIFICATIONS AND CONDITIONS (continued)

## SECTION 6

## SCHEDULE OF PRICES

## FOR

## TRASH MONITORING AND MAINTENANCE SERVICES FOR:

## FULL CAPTURE TRASH SEPARATION UNITS:

In accordance with the Specifications, the undersigned Proposer is herewith submitting the following Proposal for the performance of the work as described in these Specifications and attached drawings subject to the Proposer furnishing all materials, except those specified to be furnished by Public Works.

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**ITEM 1**      Clean out, sort, and measure material collected in FCTS units.
 

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	ANNUAL EST. NO. EVENTS*		COST/UNIT		SUBTOTAL
Project No. 411	10	X	<u>\$2,237.00</u>	=	<u>\$ 22,370.00</u>
Project No. 504	10	X	<u>\$2,237.00</u>	=	<u>\$ 22,370.00</u>
Project No. 562	10	X	<u>\$2,237.00</u>	=	<u>\$ 22,370.00</u>
Project No. 7901	10	X	<u>\$2,237.00</u>	=	<u>\$ 22,370.00</u>
Ince Blvd. Drain	10	X	<u>\$2,237.00</u>	=	<u>\$ 22,370.00</u>
TOTAL ANNUAL PROPOSED AMOUNT					= <u>\$ 111,850.00</u>

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**ITEM 2**      Disposal of material (trash, vegetation, sediment, and water).
 

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	ANNUAL EST. NO. EVENTS*		COST/UNIT		SUBTOTAL
Project No. 411	10	X	<u>\$350.00</u>	=	<u>\$ 3,500.00</u>
Project No. 504	10	X	<u>\$350.00</u>	=	<u>\$ 3,500.00</u>
Project No. 562	10	X	<u>\$350.00</u>	=	<u>\$ 3,500.00</u>
Project No. 7901	10	X	<u>\$350.00</u>	=	<u>\$ 3,500.00</u>
Ince Blvd. Drain	10	X	<u>\$350.00</u>	=	<u>\$ 3,500.00</u>
TOTAL ANNUAL PROPOSED AMOUNT					= <u>\$ 17,500.00</u>

## Enclosure A

## PART I - SPECIFICATIONS AND CONDITIONS (continued)

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ITEM 3      Compile data and submit report of clean out data.

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<u>NO. UNITS</u>	<u>ANNUAL EST. NO. EVENTS*</u>		<u>COST/UNIT</u>		<u>SUBTOTAL</u>
1	10	X	\$ 850.00	=	\$ 8,500.00
TOTAL ANNUAL PROPOSED AMOUNT				=	\$ 8,500.00

GRAND TOTAL AMOUNT                      \$ 137,850.00  
(Total of Items 1, 2 and 3)

\* Qualifying storm events as defined in Part I, Section 1.8.1.

## =====

UNITED STORM WATER, INC.

Legal Name of Proposer (Print)

Paul Carr

Signature

2-13-02

Date

768583

Required License Number

14000 E. VALLEY BLVD.

Address

CITY OF INDUSTRY

City

91746

Zip Code

(877) 717-8676

Telephone

## PART II

### SERVICE CONTRACT GENERAL REQUIREMENTS

#### SECTION 1

##### GENERAL DEFINITIONS AND TERMS

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

Whenever in the Specifications, Terms, Requirements, and Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

1. Board. The Board of Supervisors of the County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.
2. Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The Contract shall include the Specifications, together with any special provisions thereof. Included are all supplemental agreements amending or extending the service to be performed which may be required to supply acceptable services specified herein.
3. Contractor. The person or persons, partnership, joint venture or corporation who has entered into an agreement with the County to perform or execute the work covered by these Specifications.
4. County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Flood Control District, Los Angeles County Road Department, and/or Los Angeles County Engineer.
5. Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or, the Director's authorized representative(s).
6. District. Los Angeles County Flood Control District, and/or Public Works, and/or County of Los Angeles Sewer Maintenance Districts, and/or County of Los Angeles Waterworks Districts.
7. Proposal. The written instrument which a Contractor submitted in conformance with the solicitation document (Request for Proposals).

*Part II--Service Contract General Requirements (continued)*

8. Proposal Form. The blank form prepared (Schedule of Prices) and furnished by Public Works upon which all priced Proposals shall be submitted.
9. Proposer. Any individual, firm or corporation submitting a priced Proposal for the work, acting directly or through a duly authorized representative.
10. Public Works. County of Los Angeles Department of Public Works.
11. Solicitation Document. Request for Proposals or Request for Quotation.
12. Specifications. The directions, provisions, and requirements contained herein and as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.
13. The Work. The entire contemplated work to be performed and services rendered as prescribed in the Specifications and covered by this Contract.

Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, the Director will be consulted. The Director's decision thereon will be final and conclusive.

SECTION 2

GENERAL PROPOSAL REQUIREMENTS AND CONDITIONS

A. Knowledge of Work to be Done

By submitting a Proposal, Proposers will be held (1) to have carefully read the solicitation document and all attachments, (2) to have satisfied themselves as to their ability to meet all of the difficulties attending the execution of the proposed work before the delivery of their Proposal, and (3) agree that if awarded this Contract, no claim will be made against the County based on ignorance or misunderstanding of the solicitation document.

B. Withdrawal of Proposals

Proposers may withdraw their Proposal anytime before the date and hour set for submission upon presentation of a written request to the Director signed by an authorized representative of the Proposer or by the person filing the Proposal.

C. Invalid Proposals

It is the sole responsibility of the Proposer to see that its Proposal is properly received by Public Works before the submission deadline. Proposers shall bear all risks associated with private delivery services or with delays in the U.S. Mail.

Proposals submitted by telegram and those which are not clocked in at Public Works' Headquarters Lobby Cashier before the date and hour set for receipt of the same will not be considered and will be returned to the Proposer unopened.

D. Altering Solicitation Document

The wording of the solicitation document shall not be changed. Any additions, conditions, limitations, or provisions inserted by the Proposer shall render their Proposal irregular and may cause its rejection.

E. Term of Proposals

All Proposals shall be firm offers and may not be withdrawn for a period of 120 days following the last day to accept Proposals.

F. Acceptance or Rejection of Proposals

The right is reserved to reject any or all Proposals not suitable in the judgment of the Board/Director to be in the best interests of the County/Public Works. In the event of any such rejection, the County will not be liable for any costs incurred in connection with the preparation and submittal of a Proposal.

Proposals signed by an agent other than an officer of a corporation or a member of a general co-partnership, must be submitted with a power of attorney authorizing such signature; otherwise, the Proposal will be rejected as irregular and unauthorized.

No Proposal will be considered unless the Proposer submits a Proposal for all requested items. If the solicitation document contains multi-Proposal requests, no Proposal will be considered unless the Proposer submits a price on all items within each category, though the Proposer may not be required to submit a price on all the categories.

G. Qualification of Proposer

No award will be made to any Proposer who cannot give satisfactory assurance as to its ability to carry out this Contract, based both on financial strength and experience as a contractor on work of the nature contemplated in the proposed Contract. Proposers are encouraged to submit records of work of similar nature, size, or extent to that proposed under these Specifications. A reasonable inquiry to determine the responsibility of a Proposer will be conducted. The unreasonable failure of a Proposer to promptly supply information in connection with such inquiry, including, but not limited to information regarding past performance, financial stability, and ability to perform on schedule, may be grounds for a determination of nonresponsibility with respect to such Proposer. Unfamiliarity with the type of work required by Public Works may be sufficient cause for rejection of the Proposal.

H. Proposer's Safety Record

A review of the Proposer's safety record will be made before the award. Proposers are required to submit this information, with their Proposal, on the Contractor's Industrial Safety Record form provided. Nonsubmission or an adverse finding as to the Proposer's safety record may be sufficient cause for rejection of the Proposal.

I. Proposer's License Requirements

Proposers shall be properly licensed by the State of California to perform the work proposed under these Specifications. Lack of proper license at the time of submission of Proposal will be sufficient cause for rejection of the Proposal.

J. Wages, Materials, and Other Costs

It is the responsibility of the Proposer to calculate the Proposal price to take into consideration a possible escalation of wages, materials, and other costs during the contract period. The Board, County, Public Works, District, or Director do not presume what future costs may be or the rate of wages that may become necessary to pay employees of the Contractor for the work performed during the Contract period.

K. Qualifications of Subcontractors

Proposers shall list all subcontractors to be used on the List of Subcontractors form provided. The use of subcontractors shall be according to the provisions of Part II, Section 4, Paragraphs D and G. Subcontractors shall be properly licensed under the laws of the State of California for the type of work which they are to perform. Alternate subcontractors shall not be listed for the same work.

L. Opening of Proposals

Proposals will not be publicly opened.

M. Disqualification of Proposers

More than one Proposal from an individual, firm, or partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any Proposer has interest in more than one Proposal for the work contemplated will cause the rejection of all Proposals in which such Proposer has interest. If there is reason for believing that collusion exists among the Proposers, none of the participants in such collusion will be considered in this or future Proposals.

N. Proposal Prices and Agreement of Figures

If the total amount arrived at by multiplying the unit price times the quantity does not agree with the total amount entered for the item or if the total amount is not entered, the unit price and the corrected extension will be considered as representing the Proposer's intentions.

If the total amount is entered for the item, but not the unit price, the unit price will be that which is derived by dividing the total amount proposed for the item by the number of units in the item as representing the Proposer's intentions.

If the items are incorrectly totaled, the corrected total will be considered as representing the Proposer's intentions.

O. Disclosure of Contents of Proposals

All Proposals in response to the solicitation document will become the exclusive property of the County. At such time as Public Works recommends the award of this Contract to the Board and that letter appears on the Board's agenda, all Proposals will become a matter of public record and will be regarded as public records, except those parts of each Proposal which are defined by the Proposer as business or trade secrets, and plainly marked as "trade secret." Designation of all or substantial portions of the Proposal as "trade secret" or inappropriate designation of portions of the Proposal as "trade secret" may result in the Proposal being rejected as nonresponsive. The County will not in any way be liable or responsible for the disclosure of any such records, or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law.

P. Gratuities

It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion, or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of this Contract or that the Proposer's failure to provide such consideration may negatively affect the County's consideration of the Proposer's submission. A Proposer shall not offer or give, either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of this Contract.

*Part II--Service Contract General Requirements (continued)*

A Proposer shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such a solicitation may result in the Proposer's submission being eliminated from consideration. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment or tangible gifts.

Q. Determination of Proposer Responsibility

1. A responsible Proposer is a Proposer who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the proposed contract. It is the County's policy to conduct business only with responsible contractors.
2. Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.
3. The County may declare a Proposer to be non-responsible for purposes of this proposed Contract if the Board, in its discretion, finds that the Proposer has done any of the following: (1) committed any act or omission which negatively reflects on the Proposer's quality, fitness, or capacity to perform this proposed Contract with the County or a contract with any other public entity, or engaged in a pattern or practice which negatively reflects on same, (2) committed an act or omission which indicates a lack of business integrity or business honesty, or (3) made or submitted a false claim against the County or any other public entity.
4. If there is evidence that the highest rated Proposer may not be responsible, Public Works will notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the

*Part II--Service Contract General Requirements (continued)*

Board that the Proposer be found not responsible. Public Works will provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence which is the basis for Public Works' recommendation. If the Proposer fails to avail itself of the opportunity to rebut Public Works' evidence, the Proposer may be deemed to have waived all rights of appeal.

5. If the Proposer presents evidence in rebuttal to Public Works, Public Works will evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board. The final decision concerning the responsibility of the Proposer will reside with the Board.
6. These terms shall also apply to proposed subcontractors of Proposer on County contracts.

R. Proposer Debarment

1. The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Proposer from bidding on other County contracts for a specified period of time, not to exceed 3 years, and the County may terminate any or all of the Proposer's existing contracts with County, if the Board finds, in its discretion, that the Proposer has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Proposer's quality, fitness, or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
2. If there is evidence that the highest rated Proposer may be subject to debarment, Public Works will notify the Proposer in writing of the evidence which is the basis for the proposed debarment, and will advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.
3. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or the Proposer's representative shall be given an opportunity to submit evidence at that hearing.

*Part II--Service Contract General Requirements (continued)*

After the hearing, the Contractor Hearing Board will prepare a proposed decision, which will contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. If the Proposer fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Proposer may be deemed to have waived all rights of appeal.

4. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
5. These terms shall also apply to proposed subcontractors of Proposer on County contracts.

SECTION 3

GENERAL CONTRACT REQUIREMENTS AND CONDITIONS

A. Care and Protection of Facilities

The Contractor shall recognize that any damage to Public Works' facilities from Contractor negligence shall, to Public Works' satisfaction, be repaired at the Contractor's expense. The Contractor shall be responsible for the security of any and all of Public Works facilities in its care. The Contractor shall provide protection against vandalism, accidental, or malicious damage, both during working and nonworking hours.

B. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by the Contractor.

C. Permits/Licenses

The Contractor shall be fully responsible for possessing or obtaining any required permits/licenses from the appropriate Federal, state, or local authorities for work to be accomplished under this Contract.

D. Quality of Work

The Contractor shall provide the quality of services under this Contract which is at least equivalent to that which the Contractor provides to all other clients it serves. All work shall be executed by experienced workers. All work shall be under supervision of a well-qualified supervisor(s). The Contractor also agrees that services shall be furnished in a professional manner and according to these Specifications.

E. Cooperation and Collateral Work

The Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

F. Authority of Public Works and Inspection

The Director will have the final authority in all matters

*Part II--Service Contract General Requirements (continued)*

affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

G. Changes and Amendments of Terms

The County reserves the right to change any portion of the work required under this Contract, or amend such terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

1. For any change which does not materially affect the scope of work, period of performance, payments, or any material term or condition included in this Contract, a Change Notice shall be prepared and signed by the Director and Contractor.
2. For any revision which materially affects the scope of work, period of performance, payments, or any material term or condition included in this Contract, a negotiated modification to this Contract shall be executed by the Board and the Contractor.
3. To the extent that extensions of time for Contractor performance do not impact either scope or cost of this Contract, Public Works may, at its sole discretion, grant the Contractor extensions of time provided, however, that the aggregate of all such extensions during the life of this Contract shall not exceed 60 days.

H. Gratuitous Work

The Contractor agrees that should work be performed outside the scope of work indicated and without Public Works' prior written approval according to "Changes and Amendments of Terms" (above), such work shall be deemed to be a gratuitous effort by the Contractor, and the Contractor shall have no claim, therefore, against the County.

I. No Payment for Services Following Expiration or Termination of Contract

The Contractor shall have no claim against the County for payment of any money or reimbursement of any kind whatsoever for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds

*Part II--Service Contract General Requirements (continued)*

to the County. Payment by the County for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

J. Safety Requirements

The Contractor shall be responsible for the safety of equipment, material, and personnel under the Contractor's jurisdiction during the work.

K. Public Safety

It shall be the Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' job sites.

L. Confidentiality

The Contractor shall maintain the confidentiality of all its records relating to this Contract, according to all applicable Federal, state, and County laws, regulations, ordinances, and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.

M. Quantities of Work

The Contractor shall be allowed no claims for anticipated profits for any damages of any sort because of any difference between the estimated and actual quantities of work done or for work decreased or eliminated by the County.

N. Work Area Controls

The Contractor shall comply with all applicable laws and regulations. The Contractor shall maintain work area in a neat, orderly, clean, and safe manner. The Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each job site will be subject to the Director's approval.

O. Transportation

Public Works will not provide transportation to and from the job site, nor travel around the limits of the job site.

P. Storage of Material and Equipment

The Contractor shall not store material or equipment at the job site, except as might be specifically outlined in other sections. Public Works will not be liable or responsible for any damage, by whatever means, or for the theft of the Contractor's material or equipment from any job site.

Q. County's Quality Assurance Plan

The County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

R. County's Policy on Child Support Laws

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post the County's "L. A.'s Most Wanted: Delinquent Parents List" in a prominent position at Contractor's place of business. County will supply Contractor with the poster to be used.

S. Job Site Safety

The Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State and local occupational safety regulations. The Contractor shall provide at its expense all safeguards, safety devices and protective equipment, and shall take any and all actions appropriate to providing a safe job site.

T. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled content paper to the maximum extent possible under this Contract.

U. Contractor Responsibility and Debarment

1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the proposed Contract. It is the County's policy to conduct business only with responsible contractors.
2. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Contractor may have with the County.
3. The County may debar a contractor if the Board finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
4. If there is evidence that the Contractor may be subject to debarment, Public Works will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have

*Part II--Service Contract General Requirements (continued)*

waived all rights of appeal.

6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
7. These terms shall also apply to subcontractors of Contractor.

V. Jury Service Program

1. This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.
2. Written Employee Jury Service Policy
  - a. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
  - b. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform

*Part II--Service Contract General Requirements (continued)*

services for the County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

- c. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
- d. Contractor's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

W. Local Small Business Enterprise Program.

- 1. This Contract is subject to the provisions of the County's ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 2. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 3. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by

*Part II--Service Contract General Requirements (continued)*

affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

4. If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
  - a. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
  - b. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
  - c. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).
  - d. The above penalties shall also apply if Contractor is no longer eligible for certification as a result of a change of its status and Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

X. Safely Surrendered Baby Law

The Contractor shall provide its employees the notice and information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby, that are set forth in the attached Safely Surrendered Baby Law Fact Sheet. The Contractor shall also require each of its subcontractors to provide the subcontractor's employees the notice and information.

SECTION 4

LABOR RELATIONS AND RESPONSIBILITIES

A. Labor Compliance

The Contractor, its agents and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California, as well as all other applicable Federal, state, and local laws related to labor. The Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

B. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' work.

C. Public Convenience

The Contractor shall so conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which services are performed.

D. Subcontractors

No subcontractor shall be recognized or dealt with by the Board or any of the persons chargeable with the enforcement of this Contract. The Contractor shall, at all times, be personally responsible for the performance of this Contract.

E. Cooperation

The Contractor shall cooperate with Public Works ' forces engaged in any other activities at the job site. The Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

F. Delegation and Assignment

The Contractor may not delegate its duties and/or assign or transfer its rights hereunder, either in whole or in part, without the prior written consent of the Board.

G. Subcontracting

No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of the terms of this Contract without the express written consent of the County shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated forthwith.

In the event the County should consent to subcontracting, each and all of the provisions of this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.

In the event the County should consent to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

Any third party delegate(s) appointed by the Contractor shall be specified in writing to the Director for advance concurrence.

H. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by Labor Code Section 1815.

I. Child Support Compliance Program

As required by the County's Child Support Compliance Program (County Code Chapter 2.200), Contractor shall maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653) and California Unemployment Insurance Code Section 1088.5, and shall implement lawfully served Wage and Earnings Withholding Orders or District Attorney Notice of Wage Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedures, Section 706.031 and Family Code, Section 5246(b).

J. Prohibition Against Use of Child Labor

The Contractor shall:

1. Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;
2. Upon request by County, provide the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County; and,
3. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions.

Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor conventions, Contractor shall immediately provide an alternative, compliant source of supply.

Failure by Contractor to comply with provisions of this clause will be grounds for immediate cancellation of this Contract.

K. Consideration of Hiring GAIN Employees

Should the Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet Contractor's minimum qualifications for the open position. The County will refer GAIN participants by category to the Contractor.

L. Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

M. Consideration of Hiring County Employees Targeted for Layoffs

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this Contract.

SECTION 5

TERMINATION OF CONTRACT

A. Unsatisfactory Service

Public Works reserves the right to cancel these services, upon giving 14 days' written notice, if the services are deemed unsatisfactory in the opinion of the Director.

B. Convenience

It is not the intent of the County to terminate this Contract before the completion of all items except for sound business reasons of which the County shall be the sole judge, however, and notwithstanding:

1. The County reserves the right to renegotiate the terms of this Contract to reduce the Contractor's compensation in the event such reduction is necessary, in the sole discretion of the County, to achieve County budget reductions. Nothing in this paragraph is intended to diminish the County's right to terminate this Contract as provided herein.
2. The County may at any time terminate this Contract, or any portion thereof, without liability (except as hereinafter provided) by delivering to the Contractor written notice specifying the desired termination date at least 30 days in advance thereof.
3. If this Contract is terminated, the Contractor shall, within 30 days of the Notice of Termination, complete those items of work which are in various stages of completion which the Director determines are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by the Contractor under this Contract shall be delivered to the County upon request and shall become the property of the County.

C. Termination for Noncompliance with Child Support Requirements

Contractor shall maintain compliance with requirements of County's Child Support Compliance Program as certified in the Contractor's Child Support Compliance Program Certification and as set forth in this Contract. Failure of the Contractor to maintain compliance with these requirements will constitute a default under this Contract. Failure to cure such a default

*Part II--Service Contract General Requirements (continued)*

within 90 days of notice by the County shall be grounds upon which the County may give notice of termination and terminate this Contract.

D. Termination Claim

If this Contract is terminated, the Contractor shall, within 60 days after the Notice of Termination, submit to the County its termination claim.

Subject to the provisions of the paragraph immediately below, the County and the Contractor shall negotiate an equitable amount to be paid the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount may include a reasonable allowance for profit on services rendered, but shall not include an allowance on services terminated. The County will pay the agreed amount provided that such amount shall not exceed the total funding obligated under this Contract, and reduced by the amount of payments otherwise made, and as further reduced by this Contract price of services not terminated.

Failure of the Contractor to submit its termination claim and invoice within the time allowed, the County may determine, based on information available to the County, the amount, if any, due to the Contractor in respect to the termination, and such determination shall be final. After such determination is made, the County will pay the Contractor the amount so determined.

PART III

STANDARD TERMS AND CONDITIONS

LOS ANGELES COUNTY SERVICES CONTRACTS

A. Limitation of the County's Obligation Due to Non-appropriation of Funds

1. The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract.
2. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.
3. In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected equipment and/or services shall be terminated as of June 30 of the then current fiscal year. The County shall notify the Contractor in writing of such non-allocation at the earliest possible date.

B. Nondiscrimination in Employment

The Contractor shall ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation, sexual orientation, or gender. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

The Contractor shall deal with its subcontractors, bidders, or vendors without regard to, or because of, race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation, sexual orientation, or gender.

The Contractor shall allow the County representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by the County.

If the County finds that any of the above provisions have been

*PART III - STANDARD TERMS AND CONDITIONS (continued)*

violated, the same shall constitute a material breach of contract upon which the County may determine to cancel, terminate, or suspend this Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated State or Federal antidiscrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the antidiscrimination provisions of this Contract.

The parties agree that in the event the Contractor violates the antidiscrimination provisions of this Contract, the County shall, at its option, be entitled to a sum of \$500 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

C. Assignment

This Contract, or any interest therein, including any claims for monies due or to become due with respect thereto, may only be assigned upon the written consent of the Director and any prohibited assignment shall be null and void. Any payments to any assignee of any claim under this Contract, in consequence of each consent, shall be subject to set-off, recoupment, or other reduction for any claim which the County may have.

D. Assurance of Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e(17), to the end that no person shall, on the grounds of race, creed, color, gender, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

E. Compliance with Laws

1. The Contractor agrees to comply with all applicable Federal, State, and local laws, rules, regulations, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.
2. The Contractor agrees to indemnify and hold the County harmless from any loss, damage, or liability resulting

*PART III - STANDARD TERMS AND CONDITIONS (continued)*

from a violation on the part of the Contractor of such laws, rules, regulations, or ordinances.

F. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
2. For breach or violation of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from this Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

G. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of California.

H. Termination for Improper Consideration

County may, by written notice to Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue that same remedies against Contractor as it could pursue in the event of default by the Contractor.

Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 554-6861. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment or tangible gifts.

PART III - STANDARD TERMS AND CONDITIONS (continued)

I. Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within five days, give notice thereof, including all relevant information with respect thereto, to the other party.

J. Record Retention and Inspection

The Contractor agrees that the County or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, time cards, or other records relating to this Contract. Such material, including all pertinent costs, accounting, financial records, and proprietary data, shall be kept and maintained by the Contractor, at a location in Los Angeles County, for a period of five years after completion of this Contract unless the County's written permission is given to dispose of material prior to the end of such period.

K. Validity

The invalidity in whole or in part of any provision of this Contract shall not void or affect the validity of any other provision.

L. Waiver

No waiver of a breach of any provision of this Contract by either party shall constitute a waiver of any other breach of said provision or any other provision of this Contract. Failure of either party to enforce at anytime or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

M. Default for Insolvency

1. The County may cancel forthwith this Contract for default in the event of the occurrence of any of the following:
  - a. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and

*PART III - STANDARD TERMS AND CONDITIONS (continued)*

whether insolvent within the meaning of the Federal Bankruptcy Law or not.

- b. The filing of a voluntary petition to have the Contractor declared bankrupt.
  - c. The appointment of a Receiver or Trustee for the Contractor.
  - d. The execution by the Contractor of an assignment for the benefits of creditors.
2. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

N. Default

- 1. The County may, subject to the provisions of Paragraph 3 below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:
  - a. If the Contractor fails to perform the services within the time specified herein or any extension thereof; or
  - b. If the Contractor fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 calendar days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.
- 2. In the event the County terminates this Contract in whole or in part as provided in Paragraph "a" above, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.
- 3. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if

*PART III - STANDARD TERMS AND CONDITIONS (continued)*

the failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor.

Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

4. If, after Notice of Termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to the Termination for Convenience of the County clause above (see Part II, Section 5).
5. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
6. As used herein, the terms "subcontractor" and "subcontractors" mean persons, companies, corporations, or other organizations furnishing supplies, services of any nature, equipment, or materials to Contractor, at any tier, under oral or written agreement.

O. Disclosure of Information

The Contractor shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the Contractor's need to identify its services and related

*PART III - STANDARD TERMS AND CONDITIONS (continued)*

clients to sustain itself, the County shall not inhibit the Contractor from publicizing its role under this Contract within the following conditions:

1. The Contractor shall develop all publicity material in a professional manner.
2. During the course of performance of this Contract, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles using the name of the County without the prior written consent of the Chief Administrative Officer and County Counsel. The County shall not unreasonably withhold written consent and approval by the County may be assured in the event no adverse comments are received in writing within two weeks after submittal.
3. The Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded a Contract to provide these services, provided that the requirements of this Article shall apply.

P. Notification

1. Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or any substation thereof, or any public box, and any such notice and the envelope containing the same shall be addressed to the Contractor at its place of business, or such other place as may be hereinafter designated in writing by the Contractor. The notices and envelopes containing the same to the County shall be addressed to:

Assistant Director  
County of Los Angeles Department of Public Works  
P. O. Box 1460  
Alhambra, CA 91802-1460

2. In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to the Contractor. Actual knowledge of such suspension or

*PART III - STANDARD TERMS AND CONDITIONS (continued)*

termination by an individual Contractor or by a copartner, if the Contractor is a partnership; or by the president, vice president, secretary or general manager, if the Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

# ATTACHMENTS

**AFFIDAVIT FOR CORPORATION PROPOSER**

STATE OF CALIFORNIA           )  
  )  
COUNTY OF LOS ANGELES       )       SS

Eduardo Perry, Jr., being  
first duly sworn, deposes and says:

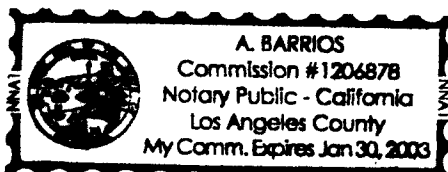
That he/she is PRESIDENT, of  
UNITED STORM WATER, INC

a corporation, which is the party making the foregoing proposal;  
that such proposal is genuine and not collusive or sham; that said  
proposer has not colluded, conspired, connived or agreed, directly  
or indirectly, with any other proposer or person to put in a sham  
proposal, and has not in any manner sought by collusion to secure  
any advantage against the LOS ANGELES COUNTY DEPARTMENT OF PUBLIC  
WORKS, or any person interested in the proposed contract, for  
himself/herself or for any other person.

EU 1/1  
Signature

Subscribed and sworn  
to before me this

29th day of January, 2003



A. Barrios  
Signature of Officer Administering Oath  
(NOTARY PUBLIC)

## BIDDER'S PROPOSAL

Date January 27, 2003

To the Board of Supervisors of the  
Los Angeles County

The Undersigned hereby declares:

- (a) That the only persons or parties interested in this proposal as principals are the following:

Eduardo Perry, Jr. - President

Daniel C. Perry, Jr. - Vice President

Bob Pina - Secretary/Treasurer

(If the proposer is a corporation, give the name of the corporation and the name of its president, secretary, treasurer, and manager. If a partnership, give the name under which the partnership does business, and the names and addresses of all partners. If an individual, state the name under which the contract is to be drawn.)

- (b) That this proposal is made without collusion with any other person, firm, or corporation.
- (c) That the proposer has carefully examined the location of the proposed work, and is familiar with all of the physical and climatic conditions, and makes this bid solely upon the Proposer's own knowledge.
- (d) That the proposer has carefully examined the specifications, both general and detail, and any drawings attached hereto, and any additional communications sent and makes this proposal in accordance therewith.
- (e) That, if this proposal is accepted, the proposer will enter into a written contract for the performance of the proposed work with the County of Los Angeles.
- (f) That the proposer proposes to enter into such contract and to accept in full payment for the work actually done thereunder the prices shown in the attached schedule. It is understood and agreed that the quantities set forth are but estimates, and the unit prices will apply to the actual quantities whatever they may be.

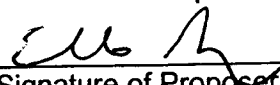
Accompanying this proposal is a certified cashier's check, or bidder's bond, payable to the order of the County of Los Angeles in the sum of N/A DOLLARS (\$ N/A). Said bidder's bond has duly executed by the undersigned proposer and by a financially sound surety company authorized to transact business in this state. It is understood and agreed that should the proposer be awarded the contract and fail within 15 days after the award to enter into the contract and furnish acceptable surety bonds, then the proceeds of said check, or bidder's bond, shall become the property of the County, but if this contract is entered into and said bonds are furnished, or if the proposal is not accepted, then said check shall be returned to the undersigned, or the proposer will be released from the bidder's bond.

14000 E. Valley Blvd.  
Address of Proposer

(877) 717-8676  
Telephone Number of Proposer

City of Industry, CA 91746  
City

Zip Code

  
Signature of Proposer


# CONTRACTOR'S INDUSTRIAL SAFETY RECORD

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

## 5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	1997	1998	1999	2000	2001	Total	Current Year
1. No. of contracts	-	-	10	20	20	50	12
2. Total dollar amount of Contracts (in thousands of \$)	-	-	1mil	5mil	5mil	11mil	4mil
3. No. of fatalities	Company not in Business	-	0	0	0	0	0
4. No. of lost workday cases	Company not in Business	-	0	0	0	0	0
5. No. of lost workday cases involving permanent transfer to another job or termination of employment	-	-	0	0	0	0	0
6. No. of lost workdays	-	-	0	0	0	0	0

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

**Paul Corn**  
 Name of Proposer (print) \_\_\_\_\_ Signature   
 14000 E. Valley Blvd.  
 Address \_\_\_\_\_ Required License or Certificate 768583  
 City of Industry, CA 91746 (877) 717-8676  
 City Zip Code Telephone

## CERTIFICATION RE: CONFLICT OF INTEREST

I, Eduardo Perry, Jr.

as President  
(Insert: "sole owner", "a partner", "President", "Secretary", or other proper title)

of United Storm Water, Inc.  
(Insert name of proposer)

make this Certificate in support of a proposal for a contract with the County of Los Angeles for services within the scope of the following Section 2.180.010 of the Los Angeles County Code:


### Contracts Prohibited.

A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
  - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

Contractor hereby certifies that personnel who developed and/or participated in the preparation of this contract do not fall within scope of Code Section 2.180.010 as outlined above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or does or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal/Bid or cancellation of any contract awarded pursuant to this Proposal/Bid.

I certify under penalty of perjury that the foregoing is correct and true in all respects.

Date: 1/29/03 Signed   
Eduardo Perry, Jr.  
President  
(Title)

## PROPOSER'S/OFFEROR'S EEO CERTIFICATION

United Storm Water, Inc.  
Proposer's/Offeror's Name

14000 E. Valley Blvd. City of Industry, CA 91746  
Address

95-4742126  
Internal Revenue Service Employer Identification Number

### GENERAL

In accordance with Los Angeles County Code Section 4.32.010, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

### PROPOSER'S/OFFEROR'S CERTIFICATION

1. The proposer/offeror has a written policy statement prohibiting any discrimination in all phases of employment. YES ☒ NO ☐
2. The proposer/offeror periodically conducts a self-analysis or utilization analysis of its work force. YES ☒ NO ☐
3. The proposer/offeror has a system for determining if its employment practices are discriminatory against protected groups. YES ☒ NO ☐
4. Where problem areas are identified in employment practices, the proposer/offeror has a system for taking reasonable corrective action to include establishment of goals and timetables. YES ☒ NO ☐

United Storm Water, Inc.  
Proposer/Offeror

Paul Corn, Director Operations  
Name and Title of Signer

Paul Corn  
Signature

1-28-03  
Date

## PROPOSER'S REFERENCE LIST

- A. Please provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer to County of Los Angeles during the previous three years. Please verify that the contact names, phone, and fax numbers are correct before listing as a reference. Use additional pages if required.

SERVICE TYPE: EMERGENCY DRAIN CLEANING  
DEPARTMENT/  
DISTRICT: DEPT. OF TRANSPORTATION  
CONTACT: RICHARD GORDON  
TELEPHONE: (213) 620-5020  
FAX: (213) 620-2117  
DATE(S): 10/00 - PRESENT

SERVICE TYPE: DRAIN CLEANING  
DEPARTMENT/  
DISTRICT: DEPT. OF TRANSPORTATION  
CONTACT: RICHARD GORDON  
TELEPHONE: (213) 620-5020  
FAX: (213) 620-2117  
DATE(S): 10/01 - PRESENT

SERVICE TYPE: FILTER INSERT/TMDL MONITORING/  
DEPARTMENT/  
DISTRICT: STORM DRAIN MAINTENANCE  
DEPT. OF PUBLIC WORKS  
CONTACT: STACY JORDAN  
TELEPHONE: (626) 458-4333  
FAX: (626) 458-5100  
DATE(S): 5/02 - PRESENT

SERVICE TYPE: EMERGENCY HAZMAT RESPONSE  
DEPARTMENT/  
DISTRICT: L.A. COUNTY FIRE DEPT.  
CONTACT: GERALD MUNOZ  
TELEPHONE: (323) 890-4045  
FAX: (323) 890-4046  
DATE(S): 1983 - PRESENT

### B. Reference List for Private Companies

COMPANY: CITY OF NEWPORT BEACH  
ADDRESS: 3300 NEWPORT BLVD.  
NEWPORT BEACH, CA 92663  
CONTACT: RICK GREANEY  
TELEPHONE: (949) 644-3067  
FAX: ( )  
DATE(S): 12/2002

COMPANY: CITY OF TUSTIN  
300 CENTENNIAL WAY  
ADDRESS: TUSTIN, CA 92780  
CONTACT: RICK YEE  
TELEPHONE: (714) 573-3175  
FAX: ( )  
DATE(S): 1/2003

COMPANY: CITY OF HUNTINGTON BEACH  
17371 GOTHARD ST.  
ADDRESS: HUNTINGTON BEACH, CA 92648  
CONTACT: CHRIS GRAY  
TELEPHONE: (714) 960-8861  
FAX: (714) 375-5054  
DATE(S): 5/02-11/02

COMPANY: CITY OF OCEANSIDE  
300 N. COAST HIGHWAY  
ADDRESS: OCEANSIDE, CA 92054  
CONTACT: MARK SABELIS  
TELEPHONE: (760) 435-5260  
FAX: (760) 435-5105  
DATE(S): 7/02-9/02

<b>LIST OF SUBCONTRACTORS</b>
-------------------------------

The proposer is required to fill in the following blanks in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Chapter 2 of Division 5, Title 1 of the Government Code of the State of California) and should be familiar with Section 2-3 of the Standard Specifications.

Subcontractors listed in accordance with the provisions of Section 2-3 must be properly licensed under the laws of the State of California for the type of work which they are to perform, AND THEIR LICENSE NUMBERS MUST BE LISTED HEREIN. Failure to do so may result in delay of the award of contract. Do not list alternate subcontractors for the same work.

The proposer is required to fill in the following blanks in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Chapter 2 of Division 5, Title 1 of the Government Code of the State of California) and should be familiar with Section 2-3 of the Standard Specifications.

Subcontractors listed in accordance with the provisions of Section 2-3 must be properly licensed under the laws of the State of California for the type of work which they are to perform, AND THEIR LICENSE NUMBERS MUST BE LISTED HEREIN. Failure to do so may result in delay of the award of contract. Do not list alternate subcontractors for the same work.

[illegible]

**County of Los Angeles**  
**Request for Local Small Business Enterprise (SBE) Preference Program Consideration and**  
**CBE Firm/Organization Information Form**

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

**LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

FIRM NAME:	
<input checked="" type="checkbox"/> I AM NOT <input type="checkbox"/> I AM	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number:	

**II FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

<b>Business Structure:</b> <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify)						
<b>Total Number of Employees (including owners):</b> 25						
<b>Race/Ethnic Composition of Firm.</b> Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American				1		
Hispanic/Latino	6	3	4		6	2
Asian or Pacific Islander						1
American Indian	1					
Filipino						1
White						

**III PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	60 %	%	10 %	%	%
Women	%	30 %	%	%	%	%

**IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date
MBE Certification Pending as of	X	-	-	-	-
1/27/03	X	-	-	-	-

**V. DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: <div style="font-family: cursive; font-size: 1.2em; margin-top: 10px;">Paul Corn</div>	Title: Director of Operations	Date: 1-28-03
---	----------------------------------	------------------

LOS ANGELES COUNTY  
GAIN EMPLOYMENT COMMITMENT

The undersigned:

- ☐ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) employment program.

OR

- ☒ declares a willingness to consider GAIN participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

  
\_\_\_\_\_  
Signature Paul Corn

\_\_\_\_\_  
Title Director of Operations

United Storm Water, Inc.  
Firm Name

1-28-03  
Date

## PRINCIPAL OWNER INFORMATION FORM

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts provide directly to CSSD information concerning their "Principal Owners," that is, those natural persons who own an interest of 10 percent or more in the Contractor. For each "Principal Owner," the information which must be provided to CSSD is: 1) the Principal Owner's name, 2) his or her title, and 3) whether or not the Contractor has made a payment of any sort to the Principal Owner.

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO CSSD AT THE ADDRESS OR FAX NUMBER SHOWN BELOW ON OR BEFORE THE DATE YOU SUBMIT A BID OR PROPOSAL TO A COUNTY DEPARTMENT. MAINTAIN DOCUMENTATION OF SUBMISSION. SOLE PRACTITIONER AND MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

In addition, bidders or proposers must certify to the soliciting County department that they are in full compliance with the Program requirements by submitting the Child Support Compliance Program Certification along with the bid or proposal.

To: Child Support Services Department  
Special Projects  
P. O. Box 911009  
Los Angeles, CA 90091-1009  
FAX: (323) 869-0634

Telephone: (323) 832-7277

Contractor or Association Name as Shown on Bid or Proposal: United Storm Water, Inc.

Contractor or Associated Member Name, if Contractor is an Association: N/A

Contractor or Associated Member Address: 14000 E. Valley Blvd.

City of Industry, CA 91746

Telephone: (877) 717-8676 FAX: (626)961-3166

County Department Receiving Bid or Proposal: PUBLIC WORKS

Types of Goods or Services To Be Provided: Trash Monitoring Services for Full Capture  
Trash Separation Units

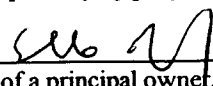
Contract or Purchase Order No. (if applicable): n/a

Principal Owners: Please check the appropriate box. If box "I" is checked, no further information is required. Please sign and date the form below:

- I. ☐ No natural person owns an interest of 10 percent or more in this Contractor.  
II. ☒ Required principal owner information is provided below. (Use separate sheet if necessary.)

	<u>Name of Principal Owner</u>	<u>Title</u>	<u>Payment Received</u> <u>From Contractor</u>	
1.	<u>Eduardo Perry, Jr.</u>	<u>President</u>	[YES]	[NO]
2.	<u>Daniel C. Perry</u>	<u>Vice President</u>	[YES]	[NO]
3.	<u>Bob Pina</u>	<u>Secretary/Treasurer</u>	[YES]	[NO]

*I declare under penalty of perjury that the foregoing information is true and correct.*

By:  Date: 1/29/03  
(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)  
Eduardo Perry, Jr. President  
(Print Name) (Title/Position)

# CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement.)

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO CSSD AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER AND MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (print name as shown in bid or proposal) EDUARDO PERRY JR., hereby submit this certification to PUBLIC WORKS, pursuant to the provisions of County Code Section 2.200.060, and hereby certify that (contractor or association name as shown in bid or proposal) United Storm Water, Inc., an independently-owned or franchiser-owned business (circle one), located at (contractor or, if an association, associated member's address):

14000 E. Valley Blvd. City of Industry, CA 91746

is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

- 1) Submitted a completed Principal Owner Information Form to the Child Support Compliance Program;
- 2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5, and will continue to comply with such reporting requirements;
- 3.) Fully complied with all lawfully served Wage and Earnings Withholding Orders or Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b), or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

*I declare under penalty of perjury that the foregoing is true and correct.*

Executed this 29<sup>th</sup> day of JANUARY 2003  
(Month and Year)

at: INDUSTRY CA 626/961-9326  
(City/State) (Telephone No.)

by: Eduardo Perry, Jr. - President EMO  
(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

Copy to: **Child Support Services Department**  
**Special Projects**  
**P. O. Box 911009**  
**Los Angeles, CA 90091-1009**  
**FAX: (323) 869-0634**

**Telephone: (323) 832-7277**

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: <b>United Storm Water, Inc.</b>		
Company Address: <b>14000 E. Valley Blvd.</b>		
City: <b>City of Industry</b>	State: <b>CA</b>	Zip Code: <b>91746</b>
Telephone Number: <b>(877) 717-8676</b>		
Solicitation For (Type of Goods or Services): <b>Trash Monitoring Services for Full Capture Trash Separation Units</b>		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

**Part I: Jury Service Program Is Not Applicable to My Business**

☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

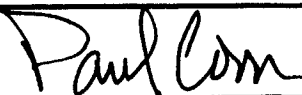
☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

**Part II: Certification of Compliance**

☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: <b>Paul Corn</b>	Title: <b>Director of Operations</b>
Signature: 	Date: <b>1-28-03</b>



## **COUNTY OF LOS ANGELES**

### ***Policy on Doing Business With Small Business***

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about 4 percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

#### **WE RECOGNIZE ...**

##### **The importance of small business to the County:**

- In fueling local economic growth.
- Providing new jobs.
- Creating new local tax revenues.
- Offering new entrepreneurial opportunity to those historically under-represented in business.

##### **The County can play a positive role in helping small business grow:**

- As a multi-billion dollar purchaser of goods and services.
- As a broker of intergovernmental cooperation among numerous local jurisdictions.
- By greater outreach in providing information and training.
- By simplifying the bid/proposal process.
- By maintaining selection criteria which are fair to all.
- By streamlining the payment process.

#### **WE THEREFORE SHALL:**

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully coordinated among our departments and districts, as well as other participating governments to: (a) inform and assist the local business community in competing to provide goods and services; and, (b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting, and conduct business with our vendors, in order to: (a) expand opportunity for small business to compete for our business; and, (b) to further opportunities for all businesses to compete regardless of size.
4. Ensure that staff who manage and carry out the business of purchasing goods and services are well trained, capable, and highly motivated to carry out the letter and spirit of this policy.

Department of the Treasury  
Internal Revenue Service  
**Notice 1015**

(Rev. October 2000)

**Have You Told Your Employees About the Earned Income Credit (EIC)?**



**What Is the EIC?**

The EIC is a refundable tax credit for certain workers.

**A change to note.** Workers **cannot** claim the EIC if their 2000 investment income (such as interest and dividends) is over \$2,400.

**Which Employees Must I Notify About the EIC?**

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate.

**Note:** You are encouraged to notify each employee whose wages for 2000 are less than \$31,152 that he or she may be eligible for the EIC.

**How and When Must I Notify My Employees?**

You must give the employee one of the following:

- The IRS **Form W-2**, Wage and Tax Statement, which has the required information about the EIC on the back of **Copy B**.
- A substitute **Form W-2** with the same EIC information on the back of the employee's copy that is on **Copy B** of the IRS **Form W-2**.
- **Notice 797**, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as **Notice 797**.

If you are required to give **Form W-2** and do so on time, no further notice is necessary if the **Form W-2** has the required information about the EIC on the back of the employee's copy. If a substitute **Form W-2** is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute **Form W-2** is given. If **Form W-2** is required but is not given on time, you must give the employee **Notice 797** or your written statement by the date **Form W-2** is required to be given. If **Form W-2** is not required, you must notify the employee by February 7, 2001.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting **Notice 797** on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676. You can also get the notice from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

**How Will My Employees Know If They Can Claim the EIC?**

The 2000 instructions for **Forms 1040**, **1040A**, and **1040EZ**, and **Pub. 596**, Earned Income Credit, explain who can claim the EIC. Generally, any employee who meets the following requirements may be able to claim the EIC for 2000.

**Note:** An employee **cannot** claim the EIC if he or she files **Form 2555** or **Form 2555-EZ** (relating to foreign earned income). Also, an employee who is a nonresident alien for any part of 2000 **cannot** claim the EIC unless he or she is married to a U. S. citizen or resident and elects to be taxed as a resident alien for all of 2000.

- The employee's 2000 earned income and modified adjusted gross income are both under \$27,413 (under \$31,152 if the employee has more than one qualifying child; under \$10,380 if the employee does not have a qualifying child). **Earned Income** for this purpose does not include amounts paid to inmates in penal institutions for their work.
- The employee's filing status is any status **except** married filing a separate return.
- The employee (and the employee's spouse if filing a joint return) is not a qualifying child of another person.
- For an employee without a qualifying child, the employee is at least age 25 but under 65 at the end of 2000. Also, no one may be entitled to claim the employee as a dependent and the employee's home must be in the United States for over half of 2000. If the employee is married filing a joint return, other rules apply.

**How Do My Employees Claim the EIC?**

Eligible employees claim the EIC on their 2000 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2000 and owes no tax but is eligible for a credit of \$797, he or she must file a 2000 tax return to get the \$797 refund.

**How Do My Employees Get Advance EIC Payments?**

Eligible employees who expect to have a qualifying child for 2001 can get part of the credit with their pay during the year by giving you a completed **Form W-5**, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Pub. 15**, Employer's Tax Guide.

Dept Contact Person: Longoria, Rosario

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**Vendor Name:** Automation Data Solutions

Principal Owners: Renee Setero

Debarment Start Date: March 4, 2003

Debarment End Date: March 3, 2006

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**Vendor Name:** MTS Advanced Corporation

Principal Owners: Emir Khan

Debarment Start Date: March 4, 2003

Debarment End Date: July 3, 2003

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**Vendor Name:** SHOBIE ENTERPRISES DBA SEAHAWK CONSTRUCTION

Principal Owners: Shamir Ahmad Qazi

Debarment Start Date: April 30, 2002

Debarment End Date: April 30, 2005

Contract Number: CA16-P002-014/MD

Status: Closed (Other)

Sub-contractor

Awarding Dept: Community Development Commission/ Housing Authority

Dept Contact Person: Nishimura, Bob

**no shame.  
no blame.  
no names.**

**now there's a way to  
safely surrender your baby**



**The Safely Surrendered Baby Law**

**Safe Haven for Newborns**

The Safely Surrendered Baby Law allows an expectant mother to surrender her newborn baby with no fear of prosecution for abandonment as long as the baby is safely placed in a safe haven. The law does not require a name be given when the baby is surrendered. Parents are permitted to surrender a baby within 8 days of birth in a hospital emergency room or other designated safe haven in California. The baby will be placed in a safe, temporary foster adoptive home.

**In California, no one ever has to abandon a child again.**

**In Los Angeles County**

**(877) BABY SAFE**

**(877)222-9723**

**[babysafela.org](http://babysafela.org)**



State of California  
Gray Davis, Governor  
Health and Human Services Agency  
Grantland Johnson, Secretary  
Department of Social Services  
Rita Sierra, Director



Los Angeles County Board of Supervisors  
Glenn Molina, Supervisor, First District  
Worrie Brathwaite Burke, Supervisor, Second District  
Zev Yaroslavsky, Supervisor, Third District  
Don Krabe, Supervisor, Fourth District  
Michael D. Antonovich, Supervisor, Fifth District

**This initiative is also supported by First 5 LA and INFO LINE of Los Angeles**

# EXHIBITS

# Full Capture Unit Trash TMDL Monitoring Los Angeles County

[illegible]



Winston H. Hickox  
Secretary for  
Environmental  
Protection

# California Regional Water Quality Control Board

## Los Angeles Region

320 W. 4th Street, Suite 200, Los Angeles, California 90013  
Phone (213) 576-6600 FAX (213) 576-6640  
Internet Address: <http://www.swrcb.ca.gov/~rvqcb4>



Gray Davis  
Governor

December 19, 2000

Mr. Harry Stone  
Director, Department of Public Works  
County of Los Angeles, P.O. Box 1460  
Alhambra, CA 91802-1460

### NOTICE TO MEET AND CONFER (NTMC)- IMPLEMENTATION OF STORM WATER CONTROLS TO REDUCE ANTHROPOGENIC TRASH AND LITTER IN MUNICIPAL STORM WATER DISCHARGES (NPDES No. CAS614001; Board Order No. 96-054)

Dear Mr. Stone:

On behalf of the Regional Board, we would like to thank all the Permittees for their time and effort in responding to the Notice to Meet and Confer (NTMC) issued on February 28, 2000, with our preliminary determination of the inadequacy of storm water controls to reduce anthropogenic trash.

Subsequent to issuance of the NTMC, Regional Board staff met separately with representatives of 40 municipalities situated in the Los Angeles River and Ballona Creek Watersheds. The purpose of these meetings was to receive specific information to evaluate the adequacy of programs implemented to control the discharge of anthropogenic trash under the Los Angeles County Municipal storm water permit. Please find attached our final report, *The Control of Anthropogenic Trash Discharges to Los Angeles River and Ballona Creek under the Los Angeles County Municipal Storm Water Program*.

In general, we determined that the information provided by municipalities or readily available to us does not lend itself to making definitive conclusions at this time as to which municipal programs meet the MEP (Maximum Extent Practicable) test and which are deficient. While trash is a visible and significant problem in our waterways, no objective and scientific methods of evaluation have been carried out to determine waste generation rates and assess the reduction achieved by current trash controls. Our evaluation highlights the fact that some programs are implementing more or better controls than are others. Also, municipalities with large areas of commercial land-use appear to generate the most amounts of trash as when compared to those with mainly residential land-use.

As follow up to the NMTC and California Water Code Section 13267, we are proposing, per our draft Trash TMDL, that the Los Angeles County Municipal Storm Water Permittees implement a trash monitoring and control program, consistent with the recommendation in this report. Implementation of such a program will allow us to determine in the future compliance with MEP for the discharge of trash in municipal storm water discharges.

*California Environmental Protection Agency*



Recycled Paper

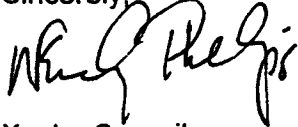
*Our mission is to preserve and enhance the quality of California's water resources for the benefit of present and future generations.*

December 19, 2000

NTMC Final Report Transmittal

If you have any questions regarding this letter, please do not hesitate to contact Parvaneh Khayat on my staff at (213) 576-6740.

Sincerely,



Xavier Swamikannu  
Environmental Specialist IV

Attachment:

cc:	Jonathon Bishop	Regional Water Quality Control Board-Los Angeles
	Melinda Becker	Regional Water Quality Control Board-Los Angeles
	Bruce Fujimoto	State Water Resources Control Board
	Alexis Strauss	United States Environmental Protection Agency
	Raymond T. Holland	City of Long Beach
	Carlos Alvarado	City of Bell
	Patricia Anderson	City of La Canada Flintridge
	Nina Banuelos	City of South Gate
	Veronica Barragan	City of Maywood
	Debbie Bell	City of San Marino
	Charles Cates	City of Calabasas
	Charles Davis	City of Compton
	Jim Davis	City of Culver City
	Ralph Davis, III	City of Lynwood
	Bob Draper	City of Hidden Hills
	Judie Farquiz	City of Burbank
	James Funk	City of Alhambra
	James Guerra	City of Cudahy
	David Gustavson	City of Beverly Hills
	Jim Harris	City of South El Monte
	Robert King	City of Montebello
	Lou LeBlanc	City of Glendale
	Patricia Malloy	City of Arcadia
	Bruce Malkenhorst	City of Vernon
	Judith McDonnell	City of Downey
	Ronald Merry	City of Monterey Park
	Wilmas Miller	City of San Fernando
	Gary Moore	City of Los Angeles
	Linda Olivieri	City of Commerce
	Bill Pagett	City of Bell Gardens

***California Environmental Protection Agency***



*Our mission is to preserve and enhance the quality of California's water resources for the benefit of present and future generations.*

Bill Pagett	City of Paramount
Kathleen Pacheco	City of Signal Hills
Craig Perkins	City of Santa Monica
Sharon Peristein	City of West Hollywood
Linda Proctor	City of Monrovia
Stephanie Rios	City of Temple City
Dan Rix	City of Pasadena
Ken Rukavina	City of Rosemead
Christine Schaefer	City of Pico Rivera
Nancy Shollenberger	City of Sierra Madre
Marta Solano	City of Bell Gardens
Kev Tcharkhoutian	City of El Monte
Jim Winkle	City of South Pasadena

***California Environmental Protection Agency***



*Recycled Paper*

*Our mission is to preserve and enhance the quality of California's water resources for the benefit of present and future generations.*

**The Control of Anthropogenic Trash Discharges to Los Angeles River  
and Ballona Creek under the Los Angeles County Municipal Storm  
Water Program.**

**Los Angeles Regional Water Quality Control Board  
December 18, 2000**

# THE CONTROL OF ANTHROPOGENIC TRASH DISCHARGES TO THE LOS ANGELES RIVER AND BALLONA CREEK UNDER THE LOS ANGELES COUNTY MS4 PERMIT

## Background

The Regional Board made a preliminary determination that the County of Los Angeles and 84 incorporated cities within the County of Los Angeles, hereinafter referred to as Permittees, were implementing an inadequate program to reduce anthropogenic litter and trash in municipal storm water discharges and issued a tentative Cleanup and Abatement Order, on February 28, 2000. As provided for in the municipal storm water permit for Los Angeles County (Board Order No. 96-054), the Regional Board issued a Notice to Meet and Confer (NTMC) to resolve compliance expectations prior to initiating enforcement action.

Trash in waterways in the region is a significant water quality problem. Small and large floatables can inhibit the growth of aquatic vegetation, decreasing spawning areas and habitats for fish and other living organisms. Wildlife living in rivers and in riparian areas can be harmed by ingesting or becoming entangled in floating trash. Except for large items such as shopping carts, settleables are not always obvious to the eye. They include glass, cigarette butts, rubber, construction debris and more. Settleables can be a problem for bottom feeders and can contribute to sediment contamination. Some debris is a source of bacteria and toxic substances. Floating debris that is not trapped and removed will eventually end up on the beaches or in the open ocean, repelling visitors away from our beaches and degrading coastal waters.

The tentative Cleanup and Abatement Order provided the following information as a basis for the action: (i) Water Quality Assessments conducted by the Regional Board identified impairment of beneficial uses of a number of water bodies in Los Angeles County from anthropogenic trash and litter. (ii) The Los Angeles River and Ballona Creek water bodies were included on the list. (iii) The City of Long Beach has estimated, within its staff report that 95% of debris removed from the City's beaches and the Greater Queensway Bay Area emanates from the Los Angeles River. (ix) Board staff also conducted several site visits in the lower reaches of the Los Angeles River and the harbor areas on February 23, 2000 and observed accumulations of trash, interspersed with organic matter along the Catalina landing. The Los Angeles River and Ballona Creek water bodies were included in the process based on their listing on the Federal EPA's 303(d) list for trash impaired water bodies.

According to the City of Long Beach's staff report the annual tonnage of debris collected from the period between 1995 and 1999 ranged between 1,871 tons and 9,290 tons. After rains, especially the "first flush", thousands of pounds of anthropogenic trash float to the LA coastline. The staff report found that the first sustained rain of the 1999/2000 season sent 1,500 tons of trash from the 51-mile Los Angeles River into San Pedro marinas and beaches by the morning of February 17, 2000. A single storm on March 15, 1999 alone produced 155.5 tons of debris and cost the City \$22,692 (\$146/ton) for removal, cleanup and disposal. This cost does not include assessment of harm to beneficial uses of the receiving waters.

Section 305 (b) of the CWA mandates biennial assessment of the nation's water resources, and these water quality assessments are used to identify and list impaired waters. The resulting list is referred to as the 303(d) list. The CWA also requires states to establish a priority ranking for impaired waters and to develop and implement TMDLs. A TMDL specifies the maximum amount of a pollutant that a waterbody can receive and still meet water quality standards, and allocates pollutant loading to point and non-point sources. The United States Environmental Protection Agency (USEPA) has oversight authority for the 303 (d) program and must approve or disapprove the state's 303 (d) lists and each specific TMDL. USEPA is ultimately responsible for issuing a TMDL, if the state fails to do so in a timely manner. As part of California's 1996 and 1998 303(d) list submittals, the Regional Board identified the reaches of the Los Angeles River at the Sepulveda Flood Basin and downstream as being impaired due to trash. A consent decree between the USEPA, the Santa Monica BayKeeper and Heal the Bay Inc., represented by the Natural Resources Defense Council (NRDC), was approved on March 22, 1999. This consent decree requires that all TMDLs for the Los Angeles Region be adopted within 13 years. The consent decree also prescribed schedules for certain TMDLs. According to this schedule, a Trash TMDL for the Los Angeles River watershed must be approved before March 2001. This Trash TMDL is based on existing, readily

# THE CONTROL OF ANTHROPOGENIC TRASH DISCHARGES TO THE LOS ANGELES RIVER AND BALLONA CREEK UNDER THE LOS ANGELES COUNTY MS4 PERMIT

available information concerning the conditions in the Los Angeles River watershed and other watersheds in Southern California, as well as TMDLs previously developed by the State and USEPA. The Regional Board's Total Maximum Daily Load unit is developing a program to eliminate the discharge of anthropogenic litter and trash in the region's waters under this mandate.

According to the California Code Section 68055.1(g) "trash" is defined as man-made litter:

"Litter means all improperly discarded waste material, including, but not limited to, convenience food, beverage, and other product packages or containers constructed of steel, aluminum, glass, paper, plastic, and other natural and synthetic materials, thrown or deposited on the lands and waters of the state, but not including the properly discarded waste of the primary processing of agriculture, mining, logging, saw-milling or manufacturing."

The definition excludes oil and grease, and vegetation, except for yard waste that is illegally discharged to the storm drain system.

## **Purpose**

The MS4 Permit Part 2 I.G. provides an administrative process to resolve differences in compliance expectations between the Regional Board and Permittees before an enforcement action is taken. The Regional Board required the Permittees to meet with Regional Board staff and demonstrate that each Permittee's program is sufficient to reduce the discharge of anthropogenic litter and trash in storm water discharges to the maximum extent practicable. The NTMC process mainly focused on the Los Angeles River and Ballona Creek waterbodies both of these waterbodies are on the CWA Section 303(d) list for impairment by trash. The purpose of these meetings was to evaluate the implementation of programs under Part 2.IV.C.4h and Part 2.IV.C.5 through 7 of the Permit, to analyze sources of trash, and the adequacies of the Permittees to reduce trash.

## **Methodology**

Regional Board staff began the NTMC meetings with the 40 Permittees, who were directly discharging into the Los Angeles River and Ballona Creek waterbodies, in April 2000 and ended it in September 2000 (Attachment 1). Regional Board staff created a questionnaire as a guideline for the NTMC meetings with the various Permittees (Attachment 2). The questionnaire was used to determine to what extent the Permittees programs were being implemented and whether or not their programs were effective in minimizing the amount of anthropogenic trash and litter entering the catch basins. Regional Board staff created a database containing all pertinent information obtained from the Permittees during the NTMC process (Attachment 3). Concurrently, the TMDL Unit has also been meeting with the permittees in the Los Angeles River and Ballona Creek Watersheds in an attempt to create a region wide monitoring program for anthropogenic trash.

Part 2.IV.C.4h and Part 2.IV.C.5 through 7 of the MS4 Permit require the use of effective best management practices (BMPs) to minimize trash, debris, and other pollutants from entering surrounding water bodies. The programs that require BMPs are trash collection, street maintenance, storm drain operation and management, and parking facilities management. Permittees most commonly utilize monthly to daily street sweeping, depending on the municipality's size; place trash receptacles at public right of ways, parks and shopping centers; increase monitoring and cleaning of catch-basins; conduct public outreach; and impose stricter requirements for new development in commercial land-use areas. The MS4 Permit does not at specify performance standards for these BMPs.

# THE CONTROL OF ANTHROPOGENIC TRASH DISCHARGES TO THE LOS ANGELES RIVER AND BALLONA CREEK UNDER THE LOS ANGELES COUNTY MS4 PERMIT

## Results

The Regional Board's NTMC and tentative Cleanup and Abatement Order identified a serious problem and impact from anthropogenic trash collecting within the extensive storm drain system and catch basins and later being carried to beaches and waterways after rain events. During the NTMC meetings, many Permittees stated that they recognized the problem, but contended that they are doing their part to curb the problem within their borders, through the use of their various BMPs. The municipalities utilize source control BMPs such as, (i) street sweeping; (ii) trash receptacles; (iii) monitoring and cleanings of catch basins; (iv) public outreach.

Seventeen municipalities go beyond the MS4 Permit requirements by enhancing their source control BMPs: Arcadia, Bell, Beverly Hills, Commerce, Compton, Culver City, El Monte, Glendale, Huntington Park, Monrovia, San Marino, Santa Monica, Sierra Madre, Signal Hill, South Gate, Vernon, and West Hollywood. Of these municipalities only six- Bell, El Monte, Glendale, Huntington Park, Monrovia, and Sierra Madre- do not have median/average income levels over \$50,000. However, all these municipalities have a city budget greater than \$100,000 per year for source control BMPs to remove trash/litter (Commerce, Compton, and El Monte did not provide information on annual city budget; Sierra Madre and San Marino have annual city budgets below \$100,000) (Attachment 3).

These municipalities have expanded their source control BMPs to include a treatment control system plus a combination of these processes: (i) conducting street sweeping twice per week to daily in commercial areas; (ii) placing trash receptacles at public right of ways, parks, and shopping centers; (iii) increasing monitoring and cleaning of catch-basins; (iv) placing treatment control systems within catch basins located in commercial land-use areas; (vi) developing stricter requirements for new development in commercial land-use areas such as trash bin enclosures and providing trash containers on the property (vii) purchasing new street sweeping and/or vacuum equipment to better their cleaning processes.

There are several factors that must be taken into consideration when analyzing the issue at hand. The main factor is land-use within the municipality. The land-use type is in direct correlation to the amount of trash/litter found within the catch basins. There are four categories of land-use that were taken into consideration by Regional Board staff:

- 1) Residential
- 2) Commercial
- 3) Industrial
- 4) Other (arterial streets, alleys, open land, etc.)

Municipalities that are predominantly residential have lower levels of trash collected during catch-basin cleanings. Regional Board staff was informed by Permittees that there is a slight difference in amounts of trash between single-family residences and multi-family residences. Multi-family residences tend to have higher levels of trash collected during catch-basin cleanings. This can be attributed to the fact that there are more residents occupying the area, residents are low income, residents are of other racial ethnicities (littering is often an acceptable practice in their homelands), or residences are often located near commercial areas. The fact that single family residences have lower levels of trash collected during catch-basin cleanings can be attributed to the fact that these areas often lack commercial areas, there are less numbers of people traveling through the municipality, and the residents are active in complaining to officials regarding trash/litter problems in their neighborhoods. The majority of trash/litter collected within the catch-basins is "green waste".

Municipalities that have commercial land-use areas second to residential land-use areas but greater than industrial land-use areas have high levels of trash/litter within their boundaries. In comparison to municipalities that do not fall into this category, these municipalities have a large number of shopping centers containing various stores, supermarkets, mini-marts/liquor stores, gas stations, and fast food restaurants. Commercial land-use areas for these municipalities have encompassed more than 2 miles of

# THE CONTROL OF ANTHROPOGENIC TRASH DISCHARGES TO THE LOS ANGELES RIVER AND BALLONA CREEK UNDER THE LOS ANGELES COUNTY MS4 PERMIT

main arterial roadways. These businesses tend to draw in people from all over the Region, increasing levels of trash/litter left behind at these centers. Overall, municipalities that contain major commercial areas tend to have higher levels of trash/litter collected from catch-basin cleanings.

Municipalities that have industrial land-use areas second to residential land-use areas do not have a significant problem with anthropogenic trash. They have more significant problems with polluting storm water run-off with byproducts from industrial processes.

Another factor is budget and or funding for alternative programs. Often municipalities are faced with limited budgets and funding to keep their existing programs going making it difficult for them to introduce and begin more extensive programs. Many municipalities were interested in finding alternative sources of funding such as state and federal grants. The majority of the municipalities stated that they could do and want to do more to reduce the amounts of trash/litter getting into the storm drains but simply lacked funding. A factor that is related to budget is the number of available staff members to maintain existing and new programs.

Income level of the residents, the population, and the size of the municipality was also a factor. If the municipality is of a lower income level the problem with trash/litter is more predominant in comparison with more affluent municipalities. This is attributed to the residents being of a different social ethic where littering was considered normal behavior. The population and size (i.e. density) can also affect the amount of trash/litter in a municipality.

## Categorization of Permittee Programs

<b>Good</b>	<b>Average</b>	<b>Below Average</b>
Arcadia	Alhambra	La Canada Flintridge
Bell	Burbank	Bell Gardens
Beverly Hills	Calabasas	Cudahy
Commerce	Hidden Hills	Downey
Compton	Los Angeles County	La Canada Flintridge
Culver City	Pasadena	Lynwood
El Monte	South El Monte	Maywood
Glendale	Los Angeles	Montebello
Huntington Park		Monterey Park
Monrovia		Paramount
San Marino		Pico Rivera
Santa Monica		Rosemead
Sierra Madre		San Fernando
Signal Hill		South Pasadena
South Gate		Temple City
Vernon		
West Hollywood		

## Discussion

### *Treatment Control Options*

There are three categories of storm water treatment systems that have been utilized by municipalities to reduce the quantity of anthropogenic trash entering the MS4:

- 1) Filtration Systems (i.e. CDS Units)
- 2) Modular Systems (i.e. baskets/inserts)
- 3) Guard Systems (i.e. grated covers/wooden boards)

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The table below lists various available products provided by manufacturers to protect the catch basins and storm drains from the influx of trash/litter. Each of these systems varies in cost and effectiveness (for efficiency of these products please refer to the manufacturers' documentation) and independent research reports.

## STORMWATER TREATMENT SYSTEMS

FILTRATION DEVICES			MODULAR DEVICES			GUARD DEVICES		
Product	Type of Product	Manufacturer	Product	Type of Product	Manufacturer	Product	Type of Product	Manufacturer
FOSSIL FILTER	Filter	KriStar Enterprises, Inc.	Ultra-Urban Filter	Basket	AbTec Industries	Inlet Guard	Guard with filter cloth	NATIONAL INLET PROTECTION, INC.
Ultra-Urban Filter	Filter	AbTec Industries	Filtration System	Insert	Industrial Systems Inc.	NDS	grates & channel drains	NDS
Hydro-Cartridge	Filtration System	Industrial Systems Inc.			BAYSAVER, INC.	Diamond shaped screens	Catch-Basin cover	NDS
DRAINPAC	Catchment & filtration system	United Pumping, Inc.	DRAINPAC	Catchment & filtration system	United Pumping, Inc.	Debris Excluder	Catch-Basin cover with mechanical flap gate	Alto Engineering
CDS Tech	Dry-Flow Filtration System	CDS Technologies	Bandalong	boom system, litter baskets & traps	Bandalong Engineering			
The "SNOUT"	Flow Restrictor	Best Management Products, Inc.	CDS Unit	Indirect Filtration	CDS Technologies			
			The "SNOUT"	insert flow restrictor and oil-water-grit separator	Best Management Products, Inc.			
			Downstream Defenders	Spiraling Cylinder w/Dip Plate	H.I.L. TECH			
			Vortech Storm water Treatment System	Swirl-Concentrator and flow-control	Vortech			

Permittees have stated that the filtration systems are relatively expensive. The filtration systems work best for municipalities that are highly urbanized and or industrialized. These systems are inserted into the catch-basins. They catch the storm water runoff, treat it through a filter to catch various pollutants (depending on the filter type) and then release the water into the storm drains. Many of these filtration systems are capable of also separating and catching trash/litter from the storm water before it enters the catch basins. Municipalities like these systems because they can be used in a wide range of land-uses.

The modular systems are also inserted into the catch basins. They consist of a basket that sits within the catch basin and captures all trash/litter that comes through. The storm water run-off flows over the basket and trash/litter falls into the basket. These are considered to be high maintenance by many municipalities. Some municipalities have stated problems with flooding because the baskets fill-up and block the flow of storm water. These systems are excellent for municipalities with high commercial land-use areas. The municipalities consider these systems high maintenance because the catch-basins must be frequently checked and cleaned out to prevent flooding. This leads to an increase in their costs to maintain storm water programs. The excluder systems range in price from \$300 and up, making it feasible for municipalities to utilize them for their priority catch basins.

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The guard systems are used to cover the catch basins in an attempt to reduce the amount of trash/litter that gets into the catch basins between street sweeping. These systems range from wooden boards to grated metal covers to an intricate flap gate system. The municipalities tend to favor the flap gate system because after a certain amount of rain there is a flap gate that opens to allow storm water to enter the catch-basin thereby preventing flooding from occurring. These systems can range in price from \$200-\$1000 and up for mechanical systems making them a feasible purchase for municipalities. They are also low maintenance systems.

All three categories of treatment systems can be used interchangeably between land-use types depending on the needs of the particular municipality. The filtration systems can be used to both treat and clean storm water and catch trash/litter.

Land-Uses	Treatment Systems	Problems	Cost
Residential (Multi-Family & Single Family)	Guard Systems	Flooding	\$200- over \$1000
Commercial	Modular Systems Guard Systems	High Maintenance Flooding	\$200- over \$1000
Industrial	Filtration Systems	COST Some Maintenance (change filter)	\$100.000+/unit

\*The type of system used is ultimately determined by the municipality, this chart is just an example of land-used and types of corresponding treatment systems\*

## Concluding Summary

For Permittees with predominantly (single-family) residential land-use areas, the main source of trash/litter is "green waste". Municipalities with commercial land-use areas second in size to residential land-use areas and greater than industrial land-use areas have the highest levels of anthropogenic trash/litter ending up on the beaches. These areas have high levels of traffic and businesses that tend to produce high amounts of byproducts. Municipalities with high industrial land-use tend to produce high levels of pollutants and less trash/litter within the storm water runoff. The evaluation and interview process conducted through the NMTC was not sufficient to determine adequacy of programs. Reasons include: special funding for additional programs for several Permittees, estimation of data by the Permittees, wide variation in land-use types, and methods of reporting lacked scientific reasoning. The information that was provided by the majority of the Permittees was exclusively estimates.

Under Part 2.I.G of the Los Angeles County MS4 Permit, the NMTC process will conclude with either a notice of program sufficiency to the Permittees, or the submittal to and acceptance by the Regional Board Executive Officer of a written "Storm Water Program Compliance Amendment (SPCA)" which shall include implementation deadlines. The Regional Board Executive Officer may terminate the NTMC process after a reasonable period due to the lack of progress on issues and may order submittal of the SPCA by a specified date.

Staff finds that there is not enough information to conclude the NMTC process and issue a notice of program sufficiency or require a SPCA at this time. Permittees will be directed to implement a monitoring program that establishes a base-line monitoring program and then proceeds to document progressive reduction of the discharge of trash to the MS4. Such a monitoring program will enable Permittees to obtain and gather accurate information for trash/litter discharge within the Los Angeles River and Ballona Creek water bodies and to demonstrate measurable progress.

The following is a framework of the monitoring program that will satisfy the expectations of the Regional Board to document and implement a program to reduce the discharge of anthropogenic trash to waterways to the maximum extent practicable:

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## Baseline Monitoring

The goal of the Baseline Monitoring Program shall be to collect representative data from across the watershed that can be used to refine the default Waste Load Allocations for establishment of a TMDL. Two Baseline Monitoring Strategies are outlined herein.

The minimum requirements are that:

1. The monitoring program would provide representative data from across the watershed.
2. The monitoring program would provide data in units that were easily reproducible and would be comparable with data to be collected during the Implementation

The concern of whether representative data could be collected if rainfall was below normal during the Baseline Monitoring period may be addressed by specifying that the Permittees may elect to continue the Baseline Monitoring for an additional two years.

### A. *Land Use Areas to be Monitored*

Monitoring data will be used to establish specific trash generation rates per land use. Thus, all monitoring will be designed according to land use. Some of the land uses will be monitored by the Los Angeles County Department of Public Works (LACDPW), possibly in association with the cities located on the Los Angeles River watershed, while other land uses which are outside the jurisdiction of the municipalities, such as airports, will be monitored using similar methods by the relevant permittees, and the resulting baseline monitoring results will then be applied as these entities are permitted under EPA Phase II Storm Water regulations.

The land use categories that will be monitored by the LACDPW baseline-monitoring group (in order to determine land use based generation rates) are:

1. High density residential,
2. Low density residential,
3. Commercial and services,
4. Industrial, and
5. Open space and recreation.

Certain land uses will be exempt from monitoring:

- a. public facilities,
- b. mixed urban.
- c. agriculture, and
- d. water.

Public facilities will not be monitored because their diversity makes it difficult to obtain a representative generation rate. Thus, their generation rate will be assumed to be the highest between residential, commercial and industrial. Mixed urban will not be monitored, instead the generation rate for mixed urban will again be assumed to be the highest between residential, commercial and industrial. Agricultural land uses will be exempt from monitoring because they represent such a small percentage of the total watershed. The assigned generation rate will be that of the geographically closest land use. Water will be exempt from monitoring because it is not considered a generator of trash. Transportation land use, as defined by the Regional Board, includes airports, railroads, freeways and major roads (that meet the minimum mapping resolution of 2.5 acres), park and ride lots, bus terminals and yards, truck terminals.

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harbor facilities, mixed transportation and mixed transportation and utility. Of that land use, what is under Caltrans' jurisdiction will be covered under Caltrans' permit. Caltrans will be required to submit a monitoring plan for that land use, and will be assigned a Waste Load Allocation as well. Major boulevards that are currently under Caltrans' jurisdiction, but are affected by trash generated on municipal sites, such as Santa Monica Boulevard, will be addressed by the cities concerned. Baseline monitoring for airports will be done separately and airports will be permitted separately, so the Regional Board will require that the Burbank-Glendale-Pasadena airport submit a separate monitoring program.

Under EPA Phase II of the Storm Water Regulations, separate permits will be written for state and federal facilities. Thus, public educational institutions and military installations will be covered under separate permits under Phase II. Again, these entities covered under separate permits will have to conduct baseline monitoring as well in order to arrive at a trash generation factor. Private education facilities, however, are under cities' jurisdiction and are part of the city. Thus, private educational institutions will be assigned the rate of the geographically closest land use.

Each of the permittees and co-permittees are responsible for monitoring land uses within their jurisdiction. However, monitoring responsibilities may be delegated to a third-party monitoring entity such as LACDPW, or other permittees or co-permittees as appropriate.

## *B. General Baseline Monitoring Plan Requirements*

The following general requirements will apply during Baseline Monitoring, regardless of the monitoring plan employed.

- **Monitoring Program.** The Permittee will submit a monitoring plan with the proposed monitoring sites and at least two alternate monitoring locations for each site. The plan must include maps of the drainage and storm drain data for each proposed and alternate monitoring location. The monitoring plan(s) will be submitted to the Regional Board within 30 days after receipt of the Executive Officer's letter requesting such a plan. Such a request is authorized pursuant to Section 13267 of the Porter-Cologne. The Regional Board's Executive Officer will have full authority to review the monitoring plan(s), to modify the plan, to select among the alternate monitoring sites, and to approve or disapprove the plan(s).
- **Jurisdiction.** While each city, and Los Angeles County for non-incorporated areas, will receive an allocation based on the trash generation factors for its land uses, the areas not regulated under municipal or industrial storm water permits may be permitted separately. For this reason, each city must provide the Regional Board with a list of entities located within their municipal boundaries that are outside of their jurisdiction including as state or federal lands and facilities, within 120 days of the effective date of this TMDL. The Regional Board will review the lists of state and federal entities and issue permits as warranted.
- **Data Collection.** Baseline data will be collected over a period of at least two years. Although the amount of trash deposited into the waterways through the conveyance of a storm drain is dependent on rainfall patterns, and larger amounts of trash are typically deposited into the channels as a result of the first storm of the season, monitoring will include dates in both the rainy season and the dry season. The Los Angeles County Department of Public Works defines the rainy season as spanning from October 15 to April 15. In the event that precipitation during the two years of Baseline Monitoring is below average, the permittees may elect to extend the monitoring plan for another two years. However, an extension of the Baseline Monitoring program, shall not cause a delay in the commencement of the Implementation Plan as described in Section VIII.

# THE CONTROL OF ANTHROPOGENIC TRASH DISCHARGES TO THE LOS ANGELES RIVER AND BALLONA CREEK UNDER THE LOS ANGELES COUNTY MS4 PERMIT

- **Unit of Measure.** Data will be reported in a single unit of measure that is reproducible and measures the amount of trash, irrespective of water content (e.g., compacted volume based on a standardized compaction rate, dry weight, etc.). The Permittees may select the unit, but all permittees must use the same unit of measure. The unit of measure used during Baseline Monitoring also will be used during Implementation for determining compliance with Waste Load Allocations.
- **Sampling Frequency.** During wet weather, all sampling devices will be emptied within 72 hours every precipitation event of 0.25 inch. During dry weather, sampling devices will be emptied and analyzed every three months in the absence of precipitation.
- **Vegetation.** The permittees may exclude vegetation from their reported discharge except where there is evidence that the vegetation is the result of the illegal discharge of yard waste. However, all monitoring data must be reported uniformly (either with or without vegetation). If the permittees include vegetation in the discharges reported during Baseline Monitoring, they will be obligated to include natural vegetation in their reports of discharge during Implementation.
- **Disposal of Collected Trash.** Trash captured during the monitoring program must be disposed of in accordance with all applicable laws and regulations.

## C. *Baseline Monitoring Plan*

During the first year of baseline monitoring, permittees or groups thereof will capture and quantify trash from an area of no less than 10% of the total land area over which they have jurisdiction and that drains to the Los Angeles River. The monitoring areas will also represent 10% of every land use the group has jurisdiction over. If storm drain configuration vs. land use make the representation of 10% of a land use infeasible, the permittees or groups thereof can choose areas that their land uses as representatively as possible, as long as the extent of the surface being monitored represents 10%.

For the purposes of developing monitoring data for the establishment of waste load allocations, the Regional Board will accept "full capture" as defined in Section II herein. This level of treatment will capture 100% of the trash mobilized by a one-year storm and nearly all of the trash generated from a more intense storm. This is because most pollutants occur in the first flush of the runoff and would thus be intercepted by a structural treatment device prior to the crest of the runoff flow resulting from a more intense storm.

## D. *Alternative Baseline Monitoring Plan*

For each land use monitored, a minimum of ten representative sites will be sampled. For each sampling site, a minimum of five catch basins will be fitted with inserts, for a total of not less than 50 catch basin inserts per land use monitored. The existing litter removal practices that are employed by the cities will remain in place, so that baseline monitoring will evaluate how much trash is washed into the system under current practices. In addition, the Regional Board will require a structural, full capture device downstream of at least one sampling site for each land use monitored. For this sampling site, all of the catch basins that are upstream of the full capture-monitoring device must be fitted with inserts. This configuration will provide information on the relative effectiveness of the catch basin inserts as opposed to the full capture systems in varying land uses and under varying weather conditions.

THE CONTROL OF ANTHROPOGENIC TRASH DISCHARGES TO THE LOS ANGELES RIVER AND BALLONA CREEK UNDER THE LOS ANGELES COUNTY MS4 PERMIT

**Appendix A**

**Scheduled Meetings for NTMC**

CITY	MEETING DATE	TIME	COMMENTS
City of El Monte & Santa Monica	April 8, 2000	10:00 am to 12:00pm	Met
City of Los Angeles (Gary Moore)	May 9, 2000	10:20am to 11:20 am	Met
City of West Hollywood (Sheila Kennedy of JLH)	May 16, 2000	1:00pm to 2:30pm	Met
City of Paramount, City of Bell Gardens, and City of La Canada Flintridge (Roy Kiepke)	May 18, 2000	1:30pm to 3:30pm	Met
City of Signal Hill (Sheila Kennedy of JLH)	May 23, 2000	1:30pm to 2:30pm	Met
City of Pasadena and City of Burbank (Sheila Kennedy of JLH)	May 24, 2000	9:30am to 12:30pm	Met
City of South Pasadena	May 24, 2000	1:00pm to 1:30pm	Met
City of San Fernando (Sheila Kennedy of JLH)	May 24, 2000	2:00pm to 3:00pm	Met
City of Cudahy (Sheila Kennedy of JLH)	May 30, 2000	2:00pm to 3:00pm	Met
City of South Gate (Sheila Kennedy of JLH)	May 30, 2000	3:00pm to 4:00pm	Met
City of Culver City and Beverly Hills	July 12, 2000	9:00 am to 4:00 p.m.	Met
City of South El Monte	August 1, 2000	1:00 p.m. to 2:00 p.m.	Met

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City of Alhambra	August 2, 2000	10:00 am to 11:00 am	Met
City of Temple City, City of Arcadia, and City of Sierra Madre (*at Sierra Madre city hall)	August 8, 2000	1:30 p.m. to 4:30 p.m.	Met
City of Lynwood	August 10, 2000	10:00 am to 11:00 am	Met
City of Pico Rivera, Monterey Park & Montebello (Ray Tahir) - *at Montebello City Hall	August 14, 2000	10:00 am to 1:00 p.m.	Met
City of Glendale	August 21, 2000	10:00am to 11:00am	Met
City of Huntington Park	August 21, 2000	2:00 p.m. to 3:00 p.m.	Met
City of Vernon, City of Bell, and City of Hidden Hills	August 24, 2000	10:00 am to 1:00 p.m.	Met
City of Monrovia	August 28, 2000	10:00 am to 11:00 am	Met
City of Maywood	August 28, 2000	1:00 p.m. to 2:00 p.m.	Met
City of Rosemead	August 31, 2000	2:00 p.m. to 3:00 p.m.	Met
City of San Marino	September 12, 2000	10:00 am to 11:00 am	Met
City of Calabasas	September 18, 2000	11:00 am to 2:00 p.m.	Met
City of Compton & City of Commerce	September 19, 2000	1:00 p.m. to 3:00 p.m.	Met

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**Appendix B**

**CITY**

**DATE**

**Participants:**

City Population

City Square Mileage

Income Level

City Budget

Number of City Staff

Land Use Percentage Breakdown

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**Catch Basins**

Number of city owned:

Number of county owned:

Storm Drain Protection Units:

Why these specific locations are chosen for these units:

What problems do the units have:

How often are the catch basins cleaned out:

Are random checks done:

- at what locations
- why

How are open channels dealt with:

Is there a group effort between the city and county:

- prevention

# THE CONTROL OF ANTHROPOGENIC TRASH DISCHARGES TO THE LOS ANGELES RIVER AND BALLONA CREEK UNDER THE LOS ANGELES COUNTY MS4 PERMIT

- clean-up
- monitoring

## Waste Management

Legal authority for city personnel to issue citations:

- how many citations have been issued in the last year:
- type of training personnel have received

Is street sweeping conducted:

- how often:
- how much litter is removed:
- monitored:
- what problems are faced:
- where is the debris taken:

## CONCLUSION

What are major issues or factors for the city when dealing with anthropogenic trash:

## Next Steps

More information to be submitted by \_\_\_\_\_

Citations

Handout on date of meeting:

**7-10.3 Street Closures, Detours, Barricades.** The Contractor shall comply with all applicable State, County and City requirements for closure of streets. The Contractor shall provide barriers, guards, lights, signs, temporary bridges, flagpersons, and watchpersons. The Contractor shall be responsible for compliance with additional public safety requirements which may arise. The Contractor shall furnish and install signs and warning devices and promptly remove them upon completion of the Work.

At least 48 hours in advance of closing, partially closing or reopening, any street, alley, or other public thoroughfare, the Contractor shall notify the Police, Fire, Traffic and Engineering Departments, and comply with their requirements. Deviations must first be approved in writing by the Engineer.

The Contractor shall secure approval, in advance, from authorities concerned for the use of any bridges proposed by it for public use. Temporary bridges shall be clearly posted as to load limit, with signs and posting conforming to current requirements covering "signs" as set forth in the Traffic Manual published by the California Department of Transportation. This manual shall also apply to the street closures, barricades, detours, lights, and other safety devices required.

All costs involved shall be included in the Bid.

#### **7-10.4 Safety.**

**7-10.4.1. Safety Orders.** The Contractor shall have at the Work site, copies or suitable extracts of: Construction Safety Orders, Tunnel Safety Orders and General Industry Safety Orders issued by the State Division of Industrial Safety. The Contractor shall comply with provisions of these and all other applicable laws, ordinances, and regulations.

Before excavating any trench 1.5m (5 feet) or more in depth, the Contractor shall submit a detailed plan to the Agency showing the design of shoring, bracing, sloping, or other provisions to be made for the workers' protection from the hazard of caving ground during the excavation of such trench. If the plan varies from the shoring system standards, the plan shall be prepared by a registered Civil Engineer. No excavation shall start until the Engineer has accepted the plan and the Contractor has obtained a permit from the State Division of Industrial Safety. A copy of the permit shall be submitted to the Engineer.

Payment for performing all work necessary to provide safety measures shall be included in the prices bid for other items of work except where separate bid items for excavation safety are provided, or required by law.

**7-10.4.2 Use of Explosives.** Explosives may be used only when authorized in writing by the Engineer, or as otherwise stated in the Specifications. Explosives shall be handled, used, and stored in accordance with all applicable regulations.

The Engineer's approval of the use of explosives shall not relieve the Contractor from liability for claims caused by blasting operations.

**7-10.4.3 Special Hazardous Substances and Processes.** Materials that contain hazardous substances or mixtures may be required on the Work. A Material Safety Data Sheet as described in Section 5194 of the California Code of Regulations shall be requested by the Contractor from the manufacturer of any hazardous products used.

Material usage shall be accomplished with strict adherence to California Division of Industrial Safety requirements and all manufacturer warnings and application instructions listed on the Material Safety Data Sheet and on the product container label.

**SPECIAL PROVISIONS FOR PROJECT ID NO. \_\_\_\_\_**

**7-8 PROJECT SITE MAINTENANCE.**

**7-8.6 Water Pollution Control.**

Add the following subsection(s):

**7-8.6.2 Best Management Practices (BMPs).** Best Management Practices shall be defined as any program, technology, process, siting criteria, operating method, measure, or device which controls, prevents, removes, or reduces pollution. The Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3 Construction BMP Handbook and the Los Angeles County Department of Public Works Best Management Practices Handbook for Construction Activities. These publications are available from:

Los Angeles County  
Department of Public Works  
Cashier's Office  
900 S. Fremont Avenue  
Alhambra, CA 91803  
Telephone (626) 458-6959

The Contractor shall have a minimum of two readily accessible copies of each publication on the Contract site at all times.

As a minimum, the Contractor shall implement the following BMPs in conjunction with all its activities and construction operations:

<u>NO.</u>	<u>CONSTRUCTION PRACTICES</u>
CD4(2)	Water Conservation Practices
CD7(2)	Dewatering
CD8(2)	Paving Operations
CD9(2)	Structure Construction and Painting

<u>NO.</u>	<u>MATERIAL MANAGEMENT</u>
CD10(2)	Material Delivery and Storage
CD11(2)	Material Use
CD12(2)	Spill Prevention and Control

<u>NO.</u>	<u>WASTE MANAGEMENT</u>
CD13(2)	Solid Waste Management
CD14(2)	Hazardous Waste Management
CD15(2)	Contaminated Soil Management
CD16(2)	Concrete Waste Management
CD17(2)	Sanitary/Septic Waste Management

**SPECIAL PROVISIONS FOR PROJECT ID NO. \_\_\_\_\_**

**NO.            VEHICLE AND EQUIPMENT MANAGEMENT**

CD18(2)      Vehicle and Equipment Cleaning  
CD19(2)      Vehicle and Equipment Fueling  
CD20(2)      Vehicle and Equipment Maintenance

**NO.            VEGETATIVE STABILIZATION**

CD22(2)      Scheduling  
CD23(2)      Preservation of Existing Vegetation  
CD24B(2)     Temporary Seeding and Planting  
CD25(2)      Mulching

**NO.            PHYSICAL STABILIZATION**

CD26B(2)     Geotextiles and Mats  
CD26A(2)     Soil Stabilizer/Dust Control  
CD28(2)      Temporary Stream Crossing  
CD29B(2)     Stabilized Construction Roadway  
CD29A(2)     Stabilized Construction Entrance

**NO.            RUNOFF DIVERSION**

CD30(2)      Sodding, Grass Plugging, and Vegetative Buffer strips  
CD31(2)      Earth Dikes, Drainage Swales, and Lined Ditches  
CD32B(2)     Top and Toe of Slope Diversion Ditches/Berms  
CD32A(2)     Slope Drains and Subsurface Drains

**NO.            VELOCITY REDUCTION**

CD33B(2)     Flared Culvert End Sections  
CD33A(2)     Outlet Protection/Velocity Dissipation Devices  
CD34(2)      Check Dams  
CD35(2)      Slope Roughening/Terracing/Rounding

**NO.            SEDIMENT TRAPPING**

CD36(2)      Silt Fences  
CD37(2)      Straw Bale Barrier  
CD38(2)      Sand Bag Barrier  
CD39(2)      Brush or Rock Filter  
CD40(2)      Storm Drain Inlet Protection  
CD41(2)      Sediment Traps  
CD42(2)      Sediment Basin

## SPECIAL PROVISIONS FOR PROJECT ID NO. \_\_\_\_\_

Additional BMPs may be required as a result of a change in actual field conditions, contractor activities, or construction operations. When more than one BMP is listed under each specific BMP category, the Contractor shall select the appropriate and necessary number of BMPs within each category in order to achieve the BMP objective.

BMPs for contractor activities shall be continuously implemented throughout the year. BMPs for erosion control and sedimentation shall be implemented during the period from October 15 to April 15, and whenever the National Weather Service predicts rain within 24 hours. BMPs for erosion control and sedimentation shall also be implemented prior to the commencement of any contractor activity or construction operation which may produce run-off, and whenever run-off from other sources may occur.

The Agency, as a permittee, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency, and private citizens. The Agency will assess the Contractor a penalty of \$1,000 for each calendar day that the Contractor has not fully implemented the BMPs specified for the Contract and/or is otherwise in noncompliance with these provisions. In addition, the Agency will deduct, from the final payment due the Contractor, the total amount of any fines levied on the Agency, plus legal and staff costs, as a result of the Contractor's lack of compliance with these provisions and/or less than complete implementation of the specified BMPs.

Full compensation for the implementation of BMPs, including the construction, removal, and the furnishing of all necessary labor, equipment, and materials, shall be considered as included in the prices bid for the various items of work, or, if included as an item of work, in the lump sum price bid for IMPLEMENTATION OF BMPs.

**7-8.6.3 Storm Water Management Plan (SWMP).** A Storm Water Management Plan (SWMP) shall be defined as a report that includes site map(s), identification of construction and contractor activities that could pollute storm water, and a description of measures and practices to control the potential pollutants. The preparation and implementation of the SWMP is intended to ensure that the Contractor will make every reasonable effort to prevent the pollution of water resources during the period of construction. A SWMP is required for any contract where clearing, grading, and excavation result in a land disturbance of greater than two but less than five acres, and for those contracts not meeting this criteria which the Agency has so designated as requiring a SWMP. The Contractor shall prepare, submit to the Agency for review and approval, and implement a SWMP for this Contract.

The handbooks specified in 7-8.6.2 shall be followed and adhered to in preparing the SWMP. The entire storm water drainage area, including associated drainage structures, tributary to the Contract need not be considered or included. The SWMP shall be prepared under the supervision of, and signed by, a Civil Engineer registered by the State of California. The SWMP shall include and incorporate the BMPs listed in 7-8.6.2 and all other applicable BMPs which address contractor activities, erosion, and sedimentation control. The SWMP shall also include and incorporate appropriate BMPs for run-off generated by construction activities and other non-storm water sources. During the period between

**SPECIAL PROVISIONS FOR PROJECT ID NO.**

October 15 and April 15, excavated soils which are stored on-site shall be completely covered with waterproof material and sand bagged or bermed in order that, in the event of a storm, no soil becomes mixed with or transported by storm water run-off.

If, during construction operations, field conditions change in a manner which, in the opinion of the Engineer, significantly deviates from how the SWMP, as approved by the Agency, addressed the current construction operation, the Engineer may direct the Contractor to revise the current construction operation and/or the SWMP. Such directions will be made in writing and will specify the items of work for which the SWMP is inadequate. No further work on these items will be permitted until the Contractor revises the construction operations to the satisfaction of the Engineer and/or until the Contractor submits a revised SWMP and receives Agency approval. The Engineer will notify the Contractor of the acceptance or rejection of the revised SWMP within 7 working days from the date of submittal.

The SWMP shall be submitted to the Agency for review and approval a minimum of 20 working days prior to the commencement of construction operations.

Full compensation for preparation of the SWMP, revisions to the SWMP, and all other related costs shall be considered as included in the lump sum bid price for STORM WATER MANAGEMENT PLAN.

**Exhibit D**

**Full Capture Unit Locations and Site Information**

Project Name	Thomas Guide Page	Intersection	City	Depth from street surface to CDS unit invert (feet)	Model Number
(CDS-1) Project No. 504 Moore Street Line E	672-C6, D6	McConnell and Mildred	Culver City	27	PSW 70-70
(CDS-2) Project No. 411 North Beverly Hills Unit 4 Line B	592-F7	Elevado Ave. and Rodeo Dr.	Beverly Hills	25	PSWC 56-68
(CDS-3) Ince Blvd. Drain	672-H1	Ince Blvd. and Lucerne Ave.	Culver City	25	PSWC 56-68
Proposed Project 7901	595-G2	El Centro and Orange Grove Ave.	South Pasadena	17	PMSU 40-40
Proposed Project 562	566-A4	Colorado Blvd. and Mentor Ave.	Pasadena	22	PSW 70-70

**Cleaning Results:**

<u>Project</u>	<u>Trash</u>		<u>Sediment/Vegetation</u>		<u>Clean out Date</u>
	<u>(lbs)</u>	<u>(gal)</u>	<u>(lbs)</u>	<u>(gal)</u>	
Project No. 504	62.5	17	2103	327	1/28/03
Project No. 411	16	5	1477	276	1/22/03
Ince Blvd Drain	14	6	935	132	1/21/03

**Note:**

All trash weights and volumes must be reported separately for each CDS unit. The reported values cannot be measured as a whole. For collection and measuring, the debris collected from one FCTS, i.e. Project No. 504, cannot be commingled with the debris from any of the other FCTS units.



**COUNTY OF LOS ANGELES  
DEPT. OF PUBLIC WORKS**

**REQUEST FOR PROPOSALS  
FOR  
TRASH MONITORING SERVICES FOR FULL  
CAPTURE TRASH SEPARATION UNITS**

**County of Los Angeles  
Department of Public Works  
LOBBY CASHIER  
900 South Fremont Avenue  
Alhambra, California 91803**

**Bid Due: February 13, 2003 at 5:30 p.m.**

**ORIGINAL**



**UNITED STORM WATER, Inc.**  
*Protecting Our Water Resources*

January 28, 2003

**County of Los Angeles**

900 South Fremont Ave.

Alhambra Beach, California 91803-1331

Attention: Ms. Erin Lomas

**SUBJECT: Work Plan for County Los Angeles  
Trash Monitor Services for Full Capture Trash Separation Units**

Ms. Lomas:

United Storm Water, Inc. (United) will be responsible for the supplying of; equipment, supervision and labor to clean the full capture trash separation units in the County of Los Angeles.

**Scope of Work**

United will provide all labor, equipment and materials to remove sediment, trash, litter and debris from within full capture trash separation units in the County of Los Angeles. The storm drain sediment and waste material will be transported to United's terminal in the City of Industry and weighed. The waste will be off-loaded into dewatering bins, Transportable Treatment Units (TTU). The waste will be dewatered and separated. The effluent discharge will be pumped into a holding tank for sampling. The solid waste will be transported to United's Sorting Room for separation of vegetation & sediment from the trash & litter. After the waste is sorted and separated, it will be weighed and measured.

**Permit Requirements**

- Contact the City of Culver, Beverly Hills, City of Los Angeles and cities of the two units yet to be installed for: business license, encroachment permit, and stockpile permit as required.
- Contact Los Angeles Regional Water Quality Control Board for a discharge permit. Site Specific notification for discharge under United's existing N.P.D.E.S. discharge permit.
- Contact California Department of Toxics (CAL EPA) for a Transportable Treatment Unit (TTU) permit for dewatering sludge.
- Time table for obtaining all permits is **one (1) week** depending on the cities' permit requirements.



**UNITED STORM WATER, Inc.**  
*Protecting Our Water Resources*

### **Equipment Requirements**

United will provide a minimum of two fully operated and maintained Heavy Industrial Vacuum (Vactor) Trucks. These shall be large truck mounted heavy industrial vacuum units, with a 20 cubic yard debris box, a 7,500 CFM positive displacement blower, and a 6" vacuum tube capable of dry vacuuming dirt rocks and various debris. All vactors (vacuuming units) will be properly maintained and no more than 4 years old.

United will provide confined space equipment at each site. Confined space equipment at minimum will include the following; air monitor, air blowers if existing ventilation is insufficient, parachute harness, safety harness and a tripod manlift hoisting device for lifting employees out of the space, Safety Watch trained in first aid and cardiopulmonary resuscitation (CPR) with effective means of communication between employees inside a confined space. A cell phone will be on site.

A United Safety Officer will review the work plan and inspect the sites. The Safety Officer will prepare a written Site Health & Safety Plan. The Site Health & Safety Plan will be reviewed and signed acknowledging compliance by all personnel working onsite.

Traffic Control equipment will be provided as needed; arrow board, cushion truck, cones and signs.

### **Training Requirements**

Employees cleaning full capture trash separation units have been thoroughly trained. If the storm drain waste is classified as hazardous, the employee is required to be OSHA 1910.120 trained in handling hazardous waste, selection of personnel protective equipment and its proper use. Employees should have Blood Borne Pathogen training and be in a medical surveillance program because of the bio-hazardous hazards associated with storm drain cleaning for example: snakes, spiders, spent hypodermic needles.

### **Inspection**

United will send a Project Manager to inspect the proposed full capture trash separation units that the County has identified as in need of service and cleaning. The Project Manager will verify the storm drainage system location, measure the system, and plan the project. The project plan will include the following information: type and amount of equipment needed for the project, number of personnel needed for the project, amount of waste material and the disposition of the waste material, evaluate any safety concerns, traffic control requirements, and verify if permits or agency notifications are required. The Project Manager will communicate his work plan to the County for approval and authorization to proceed.



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### **Cleaning of the Storm Drainage System**

The waste material inside the storm drainage full capture trash separation units should be visually inspected prior to cleaning for any obvious contamination from illegal dumping. If the storm drain waste appears to be contaminated, a sample should be collected for analysis and identification. All inspections and cleaning shall be recorded and documented for the County. Confined Space procedures will be followed at all times.

### **Hazardous Waste Contingency Plan**

During the cleaning operations, if chemicals or hazardous waste are found, the County Contract Manager will be notified at once. The chemicals and or hazardous waste shall be separated from the other storm drain waste and properly packaged for disposal. A manifest shall be generated for the County Contract Manager's review and signature for proper transportation to the disposal site.

### **Traffic Control**

All employees have been trained in traffic control as specified in the California Department of Transportation Manual of Traffic Controls for Construction and Maintenance Zones.

- United plans and activates hundreds of single and multi-lane freeway closures in Southern California for Caltrans.
- Our employees receive three days of training, driving test, classroom instruction and field exercise before they are allowed out on the freeways. Employees are also required to take eight hours of annual update training.
- Employees must have a class A commercial driver license. Their violation and accident records are constantly monitored for compliance. All employees are enrolled in a DOT Drug & Alcohol screening program.
- United has one of the largest fleet of traffic control equipment in Southern California.
- All closures comply with Caltrans specifications listed in "Protection of Workers", Chapter 8.

### **Traffic Control Equipment**

Shadow trucks equipped to CalTrans specifications

- Skid & trailer mounted arrowboards with tri-functional operations
- Computerized Message Signs (CMS) mounted on trucks



**UNITED STORM WATER, Inc.**  
*Protecting Our Water Resources*

### **Quality Assurance & Quality Control**

There will be a Project Manager assigned to this project that will oversee the entire operation. The Project Manager will ensure compliance with all provisions of all applicable laws (federal, state, and local), ordinances, and regulations. Safety procedures and operating procedures will ensure quality assurance & control. The Site Safety Plan addresses the protocol United Storm Water, Inc. follows to ensure health and safety at our employee's work environment.

### **Staffing Requirements and Time Tables**

Inspections of the full capture trash separation units will be completed within two hours after being notified by the County at the end of each rain event. During the cleaning operations, there will be a minimum of four people on a crew. There will be two cleaning crews assigned to this project. One roving Project Manager and Safety Inspector will be assigned to this project. Hours of Operation will be from 7 a.m. to 3 p.m., Monday through Friday.

Cleaning of the full capture trash separation units will begin within four hours of being notified by the County. United is a 24-hour a day operation. Our 24-hour phone number is toll free (877) 717-8676.

There will be one Project Manager assigned to this task:

Paul Corn	Office (877) 717-8676 Pager (626) 256-2006 Cell (626) 786-3804
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Eddie Castellanos	Office (877) 717-8676 Pager (626) 256-2016 Cell (626) 786-3811
-------------------	--

Lyndon Garcia	Office (877) 717-8676 Pager (626) 256-2067 Cell (626) 786-3601
---------------	--

Office Fax	Fax (626) 961-3166
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### **CLEANING REPORTS**

United will provide a report to the County concerning the cleaning operations of the full capture trash separation units within four (4) days after end of the rain event. United shall provide the following information to the County:



**UNITED STORM WATER, Inc.**

*Protecting Our Water Resources*

Date of cleaning, location and size of the full capture trash separation units; weight to the nearest ounce of the vegetation and sediment and the volume to the nearest quarter gallon. The manmade litter will be weighed to the nearest ounce and the volume to the nearest quarter gallon. This report will also include graphs reflecting the amounts of rainfall associated with the cleaning and the waste collected.

**Transportation and Disposal**

The trash, litter and vegetation that is not recyclable will be disposed of at Puente Hills Landfill. The plastic, glass, aluminum and metal removed from the storm drain waste will be transported to Alpert & Alpert recycling facility. All monies collected from recycling will be donated to the Los Angeles Beaches and Harbor for the Beach Cleaning Program.

We look forward to working with the County of Los Angeles for a successful project. If you have any questions or need more information, please give me a call.

Sincerely,

**PAUL CORN**

**Director of Operations**



**UNITED STORM WATER, Inc.**

*Protecting Our Water Resources*

February 10, 2003

County of Los Angeles  
900 South Fremont Ave.  
Alhambra Beach, California 91803-1331  
Attention: Ms. Erin Lomas

**SUBJECT: Statement of Qualifications for the County Los Angeles  
Trash Monitoring Services for Full Capture Trash Separation Units**

Ms. Lomas:

United Storm Water, Inc. (United) appreciates the opportunity to submit information on our company.

United Storm Water, Inc. (United) is a fully qualified storm water management and environmental remediation contractor. The company offers a full spectrum of storm water and hazardous waste remedial services. We are currently under contract with Caltrans for storm water management in District 7 Los Angeles and District 12 Orange Counties. United is one of the pioneering companies in storm water management. United was contracted by California Department of Transportation (CalTrans) in 1996 for Storm Water Management and has been the general contractor for the past six years in: Los Angeles and Orange Counties. These contracts include: Cleaning approximately 20,000 storm drain inlets and associated discharge piping, sampling and assisting in waste classification and providing traffic control for drain cleaning operations.

United is a pioneer in full service storm water management. United has been managing the largest storm water remediation project in the United States since 1996 for the State of California Department of Transportation (Caltrans). We have real world practical experiences in complex multi-tasking, intense timetables with mandated results. As part of the Caltrans project, United was responsible for all aspects of the Caltrans project, which included waste management. Caltrans was provided with de-watering roll-off bins to de-water sludge for the purpose of waste volume reduction. Our filter media was used in de-watering roll-off bins that allowed us to obtain Transportable Treatment Unit (TTU) permits for each site from the California EPA prior to the operation.

In addition, the **effluent discharge from our Transportable Treatment Units are free of contamination, which allowed us to obtain N.P.D.E.S. permits in six watersheds in Southern California.** To the best of my knowledge, United is the only company to successfully remove hazardous waste out of the storm drainage system and filter it to meet N.P.D.E.S. discharge limitations. Every year for the past six years United has stepped up to the plate at crunch time and completed all assigned task, mandated by the Court Order Injunction satisfactorily and on time.



**UNITED STORM WATER, Inc.**

*Protecting Our Water Resources*

United Storm Water Inc. (United) is pleased to announce that our "DrainPac" storm water filter insert has been selected by the Los Angeles County Public Works for the installations in their storm drains throughout the County. **United has also been selected to conduct baseline monitoring for the County.** United has been providing baseline monitoring for cities in Los Angeles, Ventura, Orange and Santa Barbara counties for the past two years.

United is the Regional **Primary Emergency Spill Response contractor** for: California Department of Transportation, California Department of Toxics Control and the California Environmental Protection Agency.

United carries a five million dollar insurance for General Liability / Sudden and Accidental Pollution policies. United currently holds & maintains thirty other permits & licenses for Storm water management and hazardous waste transportation.

Please contact me should you have any questions or require any additional information. Thank you.

Sincerely,

United Storm Water Inc.

Paul Corn  
Director of Operations

USW 9/30/02

FFREY M. COHEN, C.P.A.

# COHEN & FREEDMAN

*An Accountancy Corporation*

JOY CARNAN, C.P.A.

THY BENSON

DA SHANNON

15760 VENTURA BOULEVARD, SUITE 1750  
ENCINO, CALIFORNIA 91436-3095

S.F. VALLEY (818) 783-0530 LOS ANGELES (310) 278-4744  
FAX (818) 783-2042

MEMBERS  
AMERICAN INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS

THE CALIFORNIA SOCIETY  
OF CERTIFIED PUBLIC ACCOUNTANTS

e-mail cfcpa.cc

ELVIN FREEDMAN, C.P.A. RETIRED

UNITED STORM WATER, INC.  
CITY OF INDUSTRY, CALIFORNIA

SEPTEMBER 30, 2002

TO THE BOARD OF DIRECTORS:

WE HAVE COMPILED THE ACCOMPANYING BALANCE SHEET OF UNITED STORM WATER, INC. (AN S CORPORATION) AS OF SEPTEMBER 30, 2002 AND THE RELATED COMPARATIVE STATEMENT OF INCOME FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2002 AND 2001, IN ACCORDANCE WITH STATEMENTS ON STANDARDS FOR ACCOUNTING AND REVIEW SERVICES (SSARS) ISSUED BY THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS.

A COMPILATION IS LIMITED TO PRESENTING IN THE FORM OF FINANCIAL STATEMENTS INFORMATION THAT IS THE REPRESENTATION OF MANAGEMENT. WE HAVE NOT AUDITED OR REVIEWED THE ACCOMPANYING FINANCIAL STATEMENTS AND, ACCORDINGLY, DO NOT EXPRESS AN OPINION OR ANY OTHER FORM OF ASSURANCE ON THEM.

MANAGEMENT HAS ELECTED TO OMIT SUBSTANTIALLY ALL OF THE DISCLOSURES AND THE STATEMENT OF CASH FLOWS REQUIRED BY GENERALLY ACCEPTED ACCOUNTING PRINCIPLES. IF THE OMITTED DISCLOSURES AND STATEMENT OF CASH FLOWS WERE INCLUDED IN THE FINANCIAL STATEMENTS, THEY MIGHT INFLUENCE THE USER'S CONCLUSIONS ABOUT THE COMPANY'S FINANCIAL POSITION, RESULTS OF OPERATIONS, AND CASH FLOWS. ACCORDINGLY, THESE FINANCIAL STATEMENTS ARE NOT DESIGNED FOR THOSE WHO ARE NOT INFORMED ABOUT SUCH MATTERS.

UNITED STORM WATER, INC.  
INCOME STATEMENT

	YEAR TO DATE THROUGH 09/30/02		PERCENT	YEAR TO DATE THROUGH 09/30/01		PERCENT
REVENUES						
SALES	\$ 3,553,992.47		100.00	\$ 3,190,306.07		100.00
	-----		-----	-----		-----
TOTAL REVENUES	3,553,992.47		100.00	3,190,306.07		100.00
	-----		-----	-----		-----
COST OF SALES						
CONTRACT LABOR	1,050,543.80		29.55	1,587,361.03		49.75
COMPENSATION INSURANCE	17,724.87		0.49	9,615.36		0.30
DEPRECIATION	750.00		0.02	749.00		0.02
DISPOSAL FEES	0.00		0.00	1,140.00		0.03
EMPLOYEE 401K CONTRIBUTION	5,792.18		0.16	0.00		0.00
EQUIPMENT RENTAL	210,706.57		5.92	107,928.10		3.38
LABORATORY COSTS	21,673.00		0.60	150.00		0.00
OIL & GAS	40,031.18		1.12	9,882.88		0.30
PAYROLL TAXES	22,241.00		0.62	4,987.58		0.15
PERMITS & LICENSES	6,490.80		0.18	3,651.42		0.11
REPAIRS & MAINTENANCE	301.24		0.00	110.98		0.00
SALARIES	224,183.29		6.30	58,210.77		1.82
SUPPLIES	149,668.10		4.21	168,498.91		5.28
TRUCK REPAIRS	18,493.49		0.52	5,902.94		0.18
	-----		-----	-----		-----
TOTAL COST OF SALES	1,768,599.52		49.76	1,958,188.97		61.37
	-----		-----	-----		-----
GROSS PROFIT	1,785,392.95		50.23	1,232,117.10		38.62
	-----		-----	-----		-----
OTHER INCOME						
INTEREST INCOME	182.40		0.00	0.00		0.00
MISCELLANEOUS	2,525.58		0.07	1,774.20		0.05
	-----		-----	-----		-----
TOTAL OTHER INCOME	2,707.98		0.07	1,774.20		0.05
	-----		-----	-----		-----
GROSS PROFIT BEFORE G & A AND INCOME TAXES	\$ 1,788,100.93		50.31	\$ 1,233,891.30		38.67
	-----		-----	-----		-----

SEE ACCOUNTANTS' COMPILATION REPORT

UNITED STORM WATER, INC.  
INCOME STATEMENT

	YEAR TO DATE THROUGH 09/30/02		PERCENT	YEAR TO DATE THROUGH 09/30/01		PERCENT
GROSS PROFIT BEFORE G & A AND INCOME TAXES	\$ 1,788,100.93		50.31	\$ 1,233,891.30		38.67
-----						
GENERAL AND ADMINISTRATIVE EXPENSES						
ACCOUNTING	10,225.00		0.28	5,005.00		0.15
ADVERTISING	11,413.76		0.32	25,584.06		0.80
CONTINUING EDUCATION	2,902.00		0.08	2,283.65		0.07
CONTRIBUTIONS	3,405.00		0.09	2,000.00		0.06
DEPRECIATION	0.00		0.00	464.00		0.01
DUES & SUBSCRIPTIONS	1,050.00		0.02	1,027.00		0.03
EMPLOYEE BENEFITS	16,494.65		0.46	925.00		0.02
EMPLOYEE 401K CONTRIBUTION	27,218.97		0.76	0.00		0.00
ENTERTAINMENT	10,791.52		0.30	9,651.87		0.30
GROUP INSURANCE	30,064.17		0.84	4,367.46		0.13
INSURANCE	78,358.85		2.20	30,357.80		0.95
INTEREST & BANK CHARGES	13,509.95		0.38	17,782.53		0.55
LEGAL FEES	18,570.98		0.52	14,757.07		0.46
OFFICE SALARIES	415,284.09		11.68	0.00		0.00
OFFICE SUPPLIES	19,430.31		0.54	21,306.34		0.66
OUTSIDE SERVICES	12,252.42		0.34	26,741.21		0.83
ROLL TAXES	34,599.79		0.97	0.00		0.00
RETIREMENT ADMINISTRATION	1,968.00		0.05	336.25		0.01
RETIREMENT CONTRIBUTION	9,825.19		0.27	0.00		0.00
POSTAGE AND SHIPPING	2,703.33		0.07	5,485.31		0.17
RENT	22,050.00		0.62	22,050.00		0.69
TAXES & LICENSES	2,410.10		0.06	334.00		0.01
TELEPHONE	10,904.31		0.30	1,725.49		0.05
TRAVEL	8,961.47		0.25	12,471.78		0.39
UTILITIES	5,581.42		0.15	4,500.00		0.14
REIMBURSED EXPENSES	<48,391.95>		-1.36	254,119.00		7.96
-----						
TOTAL GENERAL AND ADMINISTRATIVE EXPENSES	721,583.33		20.30	463,274.82		14.52
-----						
INCOME BEFORE INCOME TAXES	1,066,517.60		30.00	770,616.48		24.15
PROVISION FOR INCOME TAXES	16,083.00		0.45	11,534.00		0.36
-----						
NET INCOME	\$ 1,050,434.60		29.55	\$ 759,082.48		23.79
=====						

SEE ACCOUNTANTS' COMPILATION REPORT

JEFFREY M. COHEN, C.P.A.

JUDY CARNAN, C.P.A.

THY BENSON  
DA SHANNON

MELVIN FREEDMAN, C.P.A. RETIRED

## COHEN & FREEDMAN

*An Accountancy Corporation*

15760 VENTURA BOULEVARD, SUITE 1750  
ENCINO, CALIFORNIA 91436-3095

S.F. VALLEY (818) 783-0530 LOS ANGELES (310) 278-4744  
FAX (818) 783-2042

MEMBERS  
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THE CALIFORNIA SOCIETY  
OF CERTIFIED PUBLIC ACCOUNTANTS

e-mail cfcpa.cc

UNITED STORM WATER, INC.  
CITY OF INDUSTRY, CALIFORNIA

DECEMBER 31, 2000

TO THE BOARD OF DIRECTORS:

WE HAVE COMPILED THE ACCOMPANYING BALANCE SHEET OF UNITED STORM WATER, INC. (AN S CORPORATION) AS OF DECEMBER 31, 2000 AND THE RELATED STATEMENT OF INCOME FOR THE YEAR THEN ENDED, IN ACCORDANCE WITH STATEMENTS ON STANDARDS FOR ACCOUNTING AND REVIEW SERVICES (SSARS) ISSUED BY THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS.

A COMPILATION IS LIMITED TO PRESENTING IN THE FORM OF FINANCIAL STATEMENTS INFORMATION THAT IS THE REPRESENTATION OF MANAGEMENT. WE HAVE NOT AUDITED OR REVIEWED THE ACCOMPANYING FINANCIAL STATEMENTS AND, ACCORDINGLY, DO NOT EXPRESS AN OPINION OR ANY OTHER FORM OF ASSURANCE ON THEM.

MANAGEMENT HAS ELECTED TO OMIT SUBSTANTIALLY ALL OF THE DISCLOSURES AND THE STATEMENT OF CASH FLOWS REQUIRED BY GENERALLY ACCEPTED ACCOUNTING PRINCIPLES. IF THE OMITTED DISCLOSURES AND STATEMENT OF CASH FLOWS WERE INCLUDED IN THE FINANCIAL STATEMENTS, THEY MIGHT INFLUENCE THE USER'S CONCLUSIONS ABOUT THE COMPANY'S FINANCIAL POSITION, RESULTS OF OPERATIONS, AND CASH FLOWS. ACCORDINGLY, THESE FINANCIAL STATEMENTS ARE NOT DESIGNED FOR THOSE WHO ARE NOT INFORMED ABOUT SUCH MATTERS.

# COHEN & FREEDMAN

An Accountancy Corporation

FEBRUARY 12, 2001  
PAGE 2

THE COMPANY, WITH THE CONSENT OF ITS SHAREHOLDERS, HAS ELECTED UNDER THE INTERNAL REVENUE CODE TO BE AN S CORPORATION. IN LIEU OF CORPORATION INCOME TAXES, THE SHAREHOLDERS OF AN S CORPORATION ARE TAXED ON THEIR PROPORTIONATE SHARE OF THE COMPANY'S TAXABLE INCOME. THEREFORE, NO PROVISION OR LIABILITY FOR FEDERAL INCOME TAXES HAS BEEN INCLUDED IN THESE FINANACIAL STATEMENTS.

ENCINO, CALIFORNIA  
FEBRUARY 12, 2001

*Cohen & Freedman*

UNITED STORM WATER, INC.  
BALANCE SHEET  
DECEMBER 31, 2000

ASSETS

CURRENT ASSETS	
CASH IN BANK	\$ 15,555.47
ACCOUNTS RECEIVABLE	872,596.27
PREPAID EXPENSES	4,594.00
	-----
TOTAL CURRENT ASSETS	\$ 892,745.74
DEPRECIABLE ASSETS	
MACHINERY & EQUIPMENT	8,435.00
ACCUMULATED DEPRECIATION	<8,435.00>
	-----
TOTAL DEPRECIABLE ASSETS	0.00
	-----
	\$ 892,745.74
	=====

LIABILITIES AND  
SHAREHOLDERS' EQUITY

CURRENT LIABILITIES	
ACCOUNTS PAYABLE	\$ 90,277.02
ACCRUED EXPENSES	1,382.19
PAYROLL TAXES PAYABLE	188.17
SALES TAXES PAYABLE	30,128.00
LOANS PAYABLE, SHAREHOLDERS	140,000.00
NOTE PAYABLE, PACIFIC BUSINESS	
BANK, UNSECURED, PAYABLE ON	
DEMAND INCLUDING INTEREST	
AT 1% OVER PRIME	500,000.00
	-----
TOTAL CURRENT LIABILITIES	\$ 761,975.38
SHAREHOLDERS' EQUITY	
COMMON STOCK	10,000.00
RETAINED EARNINGS	
BEGINNING OF YEAR	60,209.76
DISTRIBUTIONS	<112,000.00>
NET INCOME	172,560.60
	-----
	130,770.36
	-----
	\$ 892,745.74
	=====

SEE ACCOUNTANTS' COMPILATION REPORT

UNITED STORM WATER, INC.  
INCOME STATEMENT  
FOR THE YEAR ENDED DECEMBER 31, 2000

	AMOUNT	PERCENT
REVENUES		
SALES	\$ 1,747,289.03	100.00
	-----	-----
TOTAL REVENUES	1,747,289.03	100.00
	-----	-----
COST OF SALES		
CONTRACT LABOR	892,016.85	51.05
COMPENSATION INSURANCE	176.00	0.01
DEPRECIATION	8,435.00	0.48
EQUIPMENT RENTAL	8,617.60	0.49
OIL & GAS	2,425.00	0.13
PAYROLL TAXES	2,990.09	0.17
PERMITS & LICENSES	3,689.92	0.21
SALARIES	29,618.35	1.69
SUPPLIES	328,135.38	18.77
TRUCK REPAIRS	688.91	0.03
	-----	-----
TOTAL COST OF SALES	1,276,793.10	73.07
	-----	-----
GROSS PROFIT	470,495.93	26.92
	-----	-----
OTHER INCOME		
INTEREST INCOME	8.07	0.00
	-----	-----
TOTAL OTHER INCOME	8.07	0.00
	-----	-----
GROSS PROFIT BEFORE G & A AND INCOME TAXES	\$ 470,504.00	26.92
	=====	=====

SEE ACCOUNTANTS' COMPILATION REPORT

UNITED STORM WATER, INC.  
INCOME STATEMENT  
FOR THE YEAR ENDED DECEMBER 31, 2000

	AMOUNT	PERCENT
GROSS PROFIT BEFORE G & A AND INCOME TAXES	\$ 470,504.00	26.92
<hr/>		
GENERAL AND ADMINISTRATIVE EXPENSES		
ACCOUNTING	5,030.00	0.28
ADVERTISING	22,830.42	1.30
CONTINUING EDUCATION	5,128.58	0.29
CONTRIBUTIONS	950.00	0.05
DUES & SUBSCRIPTIONS	395.00	0.02
EMPLOYEE BENEFITS	300.00	0.01
ENTERTAINMENT	1,150.90	0.06
GROUP INSURANCE	489.04	0.02
INSURANCE	22,455.00	1.28
INTEREST & BANK CHARGES	15,358.43	0.87
OFFICE SALARIES	175,618.00	10.05
OFFICE SUPPLIES	16,130.86	0.92
OUTSIDE SERVICES	10,590.95	0.60
POSTAGE AND SHIPPING	2,719.72	0.15
RENT	12,350.00	0.70
TAXES & LICENSES	191.34	0.01
TELEPHONE	2,036.44	0.11
TRAVEL	1,292.72	0.07
UTILITIES	2,200.00	0.12
<hr/>		
TOTAL GENERAL AND ADMINISTRATIVE EXPENSES	297,217.40	17.01
<hr/>		
INCOME BEFORE INCOME TAXES	173,286.60	9.91
<hr/>		
PROVISION FOR INCOME TAXES	726.00	0.04
<hr/>		
NET INCOME	\$ 172,560.60	9.87
<hr/> <hr/>		

SEE ACCOUNTANTS' COMPILATION REPORT

JEFFREY M. COHEN, C.P.A.

JOY CARNAN, C.P.A.  
KATHY BENSON  
LINDA SHANNON

MELVIN FREEDMAN, C.P.A. RETIRED

## COHEN & FREEDMAN

*An Accountancy Corporation*

15760 VENTURA BOULEVARD, SUITE 1750  
ENCINO, CALIFORNIA 91436-3095

S.F. VALLEY (818) 783-0530 LOS ANGELES (310) 278-4744  
FAX (818) 783-2042

MEMBERS  
AMERICAN INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS

THE CALIFORNIA SOCIETY  
OF CERTIFIED PUBLIC ACCOUNTANTS

e-mail cfcpa.cc

UNITED STORM WATER, INC.  
CITY OF INDUSTRY, CALIFORNIA

DECEMBER 31, 2001

TO THE BOARD OF DIRECTORS:

WE HAVE COMPILED THE ACCOMPANYING BALANCE SHEET OF UNITED STORM WATER, INC. (AN S CORPORATION) AS OF DECEMBER 31, 2001 AND THE RELATED COMPARATIVE STATEMENT OF INCOME FOR THE YEAR THEN ENDED DECEMBER 31, 2001 AND 2000, IN ACCORDANCE WITH STATEMENTS ON STANDARDS FOR ACCOUNTING AND REVIEW SERVICES (SSARS) ISSUED BY THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS.

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**COHEN & FREEDMAN**

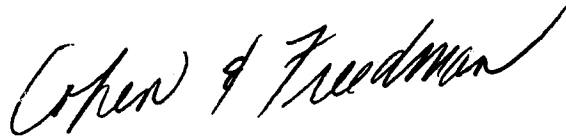
*An Accountancy Corporation*

FEBRUARY 12, 2002

PAGE 2

THE COMPANY, WITH THE CONSENT OF ITS SHAREHOLDERS, HAS ELECTED UNDER THE INTERNAL REVENUE CODE TO BE AN S CORPORATION. IN LIEU OF CORPORATION INCOME TAXES, THE SHAREHOLDERS OF AN S CORPORATION ARE TAXED ON THEIR PROPORTIONATE SHARE OF THE COMPANY'S TAXABLE INCOME. THEREFORE, NO PROVISION OR LIABILITY FOR FEDERAL INCOME TAXES HAS BEEN INCLUDED IN THESE FINANACIAL STATEMENTS.

ENCINO, CALIFORNIA  
FEBRUARY 12, 2002

A handwritten signature in cursive script that reads "Cohen & Freedman". The signature is written in dark ink and is positioned to the right of the typed text.

UNITED STORM WATER, INC.  
BALANCE SHEET  
DECEMBER 31, 2001

ASSETS

CURRENT ASSETS	
CASH IN BANK	\$ 584.17
ACCOUNTS RECEIVABLE	1,244,563.63
NOTE RECEIVABLE	180,000.00
	-----
TOTAL CURRENT ASSETS	\$ 1,425,147.80
DEPRECIABLE ASSETS	
MACHINERY & EQUIPMENT	13,428.00
OFFICE EQUIPMENT	4,330.00
ACCUMULATED DEPRECIATION	<17,758.00>
	-----
TOTAL DEPRECIABLE ASSETS	0.00
	-----
	\$ 1,425,147.80
	=====

LIABILITIES AND  
SHAREHOLDERS' EQUITY

CURRENT LIABILITIES	
ACCOUNTS PAYABLE	\$ 54,623.20
ACCRUED EXPENSES	24,374.33
INCOME TAXES PAYABLE	13,226.00
PAYROLL TAXES PAYABLE	3,058.57
SALES TAXES PAYABLE	33,743.00
RETIREMENT PLAN PAYABLE	907.00
NOTE PAYABLE, PACIFIC BUSINESS BANK, SECURED BY SHAREHOLDERS' REAL PROPERTY, PAYABLE ON DEMAND INCLUDING INTEREST AT 1% OVER PRIME	450,000.00
	-----
TOTAL CURRENT LIABILITIES	\$ 579,932.10
SHAREHOLDERS' EQUITY	
COMMON STOCK	10,000.00
RETAINED EARNINGS	
BEGINNING OF YEAR	120,770.36
DISTRIBUTIONS	<250,000.00>
NET INCOME	964,445.34
	-----
	845,215.70
	-----
	\$ 1,425,147.80
	=====

SEE ACCOUNTANTS' COMPILATION REPORT

UNITED STORM WATER, INC.  
INCOME STATEMENT

	YEAR TO DATE THROUGH 12/31/01		PERCENT	YEAR TO DATE THROUGH 12/31/00		PERCENT
REVENUES						
SALES	\$ 5,017,995.87		100.00	\$ 1,747,289.03		100.00
	-----		-----	-----		-----
TOTAL REVENUES	5,017,995.87		100.00	1,747,289.03		100.00
	-----		-----	-----		-----
COST OF SALES						
CONTRACT LABOR	2,829,128.97		56.37	892,016.85		51.05
COMPENSATION INSURANCE	12,068.01		0.24	176.00		0.01
DEPRECIATION	4,993.00		0.09	8,435.00		0.48
DISPOSAL FEES	3,415.32		0.06	0.00		0.00
EMPLOYEE 401K CONTRIBUTION	136.55		0.00	0.00		0.00
EQUIPMENT RENTAL	125,586.90		2.50	8,617.60		0.49
LABORATORY COSTS	150.00		0.00	0.00		0.00
OIL & GAS	13,625.91		0.27	2,425.00		0.13
PAYROLL TAXES	7,046.03		0.14	2,990.09		0.17
PERMITS & LICENSES	6,521.12		0.12	3,689.92		0.21
REPAIRS & MAINTENANCE	110.98		0.00	0.00		0.00
SALARIES	82,707.93		1.64	29,618.35		1.69
SUPPLIES	242,431.29		4.83	328,135.38		18.77
TRUCK REPAIRS	6,802.94		0.13	688.91		0.03
	-----		-----	-----		-----
TOTAL COST OF SALES	3,334,724.95		66.45	1,276,793.10		73.07
	-----		-----	-----		-----
GROSS PROFIT	1,683,270.92		33.54	470,495.93		26.92
	-----		-----	-----		-----
OTHER INCOME						
INTEREST INCOME	2,157.14		0.04	8.07		0.00
MISCELLANEOUS	3,206.80		0.06	0.00		0.00
	-----		-----	-----		-----
TOTAL OTHER INCOME	5,363.94		0.10	8.07		0.00
	-----		-----	-----		-----
GROSS PROFIT BEFORE G & A AND INCOME TAXES	\$ 1,688,634.86		33.65	\$ 470,504.00		26.92
	-----		-----	-----		-----

SEE ACCOUNTANTS' COMPILATION REPORT

UNITED STORM WATER, INC.  
INCOME STATEMENT

	YEAR TO DATE THROUGH 12/31/01		PERCENT	YEAR TO DATE THROUGH 12/31/00		PERCENT
GROSS PROFIT BEFORE G & A AND INCOME TAXES	\$ 1,688,634.86		33.65	\$ 470,504.00		26.92
<hr/>						
GENERAL AND ADMINISTRATIVE EXPENSES						
ACCOUNTING	6,155.00		0.12	5,030.00		0.28
ADVERTISING	31,353.36		0.62	22,830.42		1.30
CONTINUING EDUCATION	2,283.65		0.04	5,128.58		0.29
CONTRIBUTIONS	2,500.00		0.04	950.00		0.05
DEPRECIATION	4,330.00		0.08	0.00		0.00
DUES & SUBSCRIPTIONS	1,332.47		0.02	395.00		0.02
EMPLOYEE BENEFITS	1,582.40		0.03	300.00		0.01
EMPLOYEE 401K CONTRIBUTION	1,523.51		0.03	0.00		0.00
ENTERTAINMENT	12,587.01		0.25	1,150.90		0.06
GROUP INSURANCE	9,932.00		0.19	489.04		0.02
INSURANCE	45,878.80		0.91	22,455.00		1.28
INTEREST & BANK CHARGES	18,311.91		0.36	15,358.43		0.87
LEGAL FEES	25,031.61		0.49	0.00		0.00
OFFICE SALARIES	18,394.23		0.36	0.00		0.00
OFFICE SUPPLIES	31,058.57		0.61	16,130.86		0.92
OUTSIDE SERVICES	37,005.07		0.73	10,590.95		0.60
PAYROLL TAXES	2,128.49		0.04	0.00		0.00
RETIREMENT ADMINISTRATION	336.25		0.00	0.00		0.00
RETIREMENT CONTRIBUTION	1,353.18		0.02	0.00		0.00
POSTAGE AND SHIPPING	6,351.83		0.12	2,719.72		0.15
RENT	29,400.00		0.58	12,350.00		0.70
TAXES & LICENSES	850.00		0.01	191.34		0.01
TELEPHONE	2,377.21		0.04	2,036.44		0.11
TRAVEL	13,973.97		0.27	1,292.72		0.07
UTILITIES	6,204.00		0.12	2,200.00		0.12
REIMBURSED EXPENSES	397,169.00		7.91	175,618.00		10.05
<hr/>						
TOTAL GENERAL AND ADMINISTRATIVE EXPENSES	709,403.52		14.13	297,217.40		17.01
<hr/>						
INCOME BEFORE INCOME TAXES	979,231.34		19.51	173,286.60		9.91
PROVISION FOR INCOME TAXES	14,786.00		0.29	726.00		0.04
<hr/>						
NET INCOME	\$ 964,445.34		19.21	\$ 172,560.60		9.87
<hr/>						

SEE ACCOUNTANTS' COMPILATION REPORT

## PART I - SPECIFICATIONS AND CONDITIONS (continued)

## SECTION 6

## SCHEDULE OF PRICES

## FOR

## TRASH MONITORING AND MAINTENANCE SERVICES FOR

## FULL CAPTURE TRASH SEPARATION UNITS

In accordance with the Specifications, the undersigned Proposer is herewith submitting the following Proposal for the performance of the work as described in these Specifications and attached drawings subject to the Proposer furnishing all materials, except those specified to be furnished by Public Works.

---



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**ITEM 1**      Clean out, sort, and measure material collected in FCTS units.
 

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	<u>ANNUAL EST. NO. EVENTS*</u>		<u>COST/UNIT</u>		<u>SUBTOTAL</u>
Project No. 411	10	X	<u>\$2,237.00</u>	=	<u>\$ 22,370.00</u>
Project No. 504	10	X	<u>\$2,237.00</u>	=	<u>\$ 22,370.00</u>
Project No. 562	10	X	<u>\$2,237.00</u>	=	<u>\$ 22,370.00</u>
Project No. 7901	10	X	<u>\$2,237.00</u>	=	<u>\$ 22,370.00</u>
Ince Blvd. Drain	10	X	<u>\$2,237.00</u>	=	<u>\$ 22,370.00</u>
TOTAL ANNUAL PROPOSED AMOUNT					= <u>\$ 111,850.00</u>

---



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**ITEM 2**      Disposal of material (trash, vegetation, sediment, and water).
 

---



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	<u>ANNUAL EST. NO. EVENTS*</u>		<u>COST/UNIT</u>		<u>SUBTOTAL</u>
Project No. 411	10	X	<u>\$350.00</u>	=	<u>\$ 3,500.00</u>
Project No. 504	10	X	<u>\$350.00</u>	=	<u>\$ 3,500.00</u>
Project No. 562	10	X	<u>\$350.00</u>	=	<u>\$ 3,500.00</u>
Project No. 7901	10	X	<u>\$350.00</u>	=	<u>\$ 3,500.00</u>
Ince Blvd. Drain	10	X	<u>\$350.00</u>	=	<u>\$ 3,500.00</u>
TOTAL ANNUAL PROPOSED AMOUNT					= <u>\$ 17,500.00</u>

## Enclosure A

## PART I - SPECIFICATIONS AND CONDITIONS (continued)

---

ITEM 3      Compile data and submit report of clean out data.

---

<u>NO. UNITS</u>	<u>ANNUAL EST. NO. EVENTS*</u>		<u>COST/UNIT</u>	<u>SUBTOTAL</u>
1	10	X	\$ 850.00	\$ 8,500.00
TOTAL ANNUAL PROPOSED AMOUNT				\$ 8,500.00

GRAND TOTAL AMOUNT      \$ 137,850.00  
(Total of Items 1, 2 and 3)

\* Qualifying storm events as defined in Part I, Section 1.8.1.

## =====

## UNITED STORM WATER, INC.

Legal Name of Proposer (Print)

Paul Curn

Signature

2-13-02

Date

768583

Required License Number

14000 E. VALLEY BLVD.

Address

CITY OF INDUSTRY

City

91746

Zip Code

(877) 717-8676

Telephone

<b>CORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YY) 1/29/03
<b>PRODUCER</b> Speare & Company Calif. License #0697201 15303 Ventura Blvd., 7th Floor Sherman Oaks, CA 91403	818-464-9300	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
<b>INSURED</b> United Storm Water, Inc. 14000 E. Valley Blvd. City of Industry, CA 91746		<b>INSURERS AFFORDING COVERAGE</b> INSURER A: Zurich American Ins. Co. INSURER B: Steadfast Insurance Co. INSURER C: State Compensation INSURER D: INSURER E:

<b>COVERAGES</b> THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<b>GENERAL LIABILITY</b>	GL0525843200	11/16/02	11/16/03	EACH OCCURRENCE	\$ 1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 50000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5000
					PERSONAL & ADV INJURY	\$ 1000000
					GENERAL AGGREGATE	\$ 1000000
					PRODUCTS - COMP/OP & GG	\$ 1000000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
A	<b>AUTOMOBILE LIABILITY</b>	BAP525843300	11/16/02	11/16/03	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	<input checked="" type="checkbox"/> MCS-90					
<input checked="" type="checkbox"/> CA9948						
	<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
B	<b>EXCESS LIABILITY</b>	SE0525843800	11/16/02	11/16/03	EACH OCCURRENCE	\$ 5000000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 5000000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$ 10000					\$
						\$
C	<b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b>	1571364 EVIDENCE ONLY	1/01/03	1/01/04	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	E.L. EACH ACCIDENT				\$ 1000000	
	E.L. DISEASE - EA EMPLOYEE				\$ 1000000	
	E.L. DISEASE - POLICY LIMIT				\$ 1000000	
B	<b>OTHER</b>	PEC525842900 POLLUTION LIAB (OCC FORM)	11/16/02	11/16/03	\$1,000,000 TOTAL LIMIT & ANNUAL AGG. S/T \$25,000 DED.	
	PROF LIABILITY/ E&O (CLAIMS MADE)					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS RE: TRASH MONITORING SERVICES FOR FULL CAPTURE TRASH SEPARATION UNITS. CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED AS RESPECTS ABOVE NOTRED PROJECT. THIS INSURANCE IS PRIMARY AND NON-CONTRIBUTORY TO ANY OTHER INSURANCE. *10 DAYS NOTICE FOR NON-PAYMENT OF PREMIUM.						

<b>CERTIFICATE HOLDER</b> <input checked="" type="checkbox"/> <b>ADDITIONAL INSURED; INSURER LETTER:</b>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS 900 SOUTH FREMONT AVENUE ALHAMBRA, CA. 91803-1331	_____ <i>Robert M. By</i>



**SPEARE & COMPANY**  
**INSURANCE BROKERS**

January 28, 2003

County of Los Angeles  
Department of Public Works  
Post Office Box 1460  
Alhambra, CA 91802-1460

Re: United Storm Water, Inc.  
Bid of February 5, 2003  
"Trash Monitoring Services"

To Whom It May Concern:

Relative to your insurance requirements for United Storm Water, Inc., enclosed is a Certificate of Insurance.

We do not anticipate any problems in complying with your insurance requirements.

Sincerely,

Bob A. Borisoff, CIC  
Vice Chairman

BAB:ms  
Enclosure

Document7



State of California  
CONTRACTORS STATE LICENSE BOARD  
ACTIVE LICENSE



License Number **768583**

Entity **CORP**

Business Name **UNITED STORM WATER INC**

Classifications: **A C21 HAZ C31 C42 C27**

Expiration Date **09/30/2003**





## Department of Toxic Substances Control



Winston H. Hickox  
Secretary for  
Environmental  
Protection

Edwin F. Lowry, Director  
400 P Street, 4th Floor, P.O. Box 806  
Sacramento, California 95812-0806

Gray Davis  
Governor

June 19, 2002

United Storm Water, Inc.  
Mr. Paul Corn  
14000 East Valley Blvd.  
City of Industry, California 91746

EPA ID: CAR000064931  
TTU Serial #: UPSDI

Dear TTU Operator:

### AUTHORIZATION TO OPERATE A TTU UNDER CONDITIONAL EXEMPTION

The Department of Toxic Substances Control (DTSC) has received your Transportable Treatment Unit (TTU) Conditional Exemption (CE) Unit-Specific Notification (form DTSC 1199). You are hereby authorized to operate the TTU under CE, subject to compliance with all applicable laws and regulations. Your notification has been found to be complete, but has not been reviewed for technical adequacy. A technical review will be conducted when your TTU is inspected.

This authorization is contingent upon the accuracy of information submitted by you in the notification mentioned above, and your compliance with applicable requirements set forth in Health and Safety Code Section 25201.5.

If you have any questions, please contact Clyde West at (916) 324-1804.

Sincerely,

Sonia S. Low, Chief  
Onsite Hazardous Waste Management Section



# Department of Toxic Substances Control



Winston H. Hickox  
Agency Secretary  
California Environmental  
Protection Agency

Edwin F. Lowry, Director  
8800 Cal Center Drive  
Sacramento, California 95826-3200

Gray Davis  
Governor

## \*\*\*HAZARDOUS WASTE TRANSPORTER REGISTRATION\*\*\*

### NAME AND ADDRESS OF REGISTERED TRANSPORTER:

UNITED STORM WATER INC.  
14000 EAST VALLEY BLVD. #B  
CITY OF INDUSTRY, CA 91746

TRANSPORTER REGISTRATION NO: 4034

EXPIRATION DATE: 07/31/2003

THIS IS TO CERTIFY THAT THE FIRM NAMED ABOVE IS DULY REGISTERED TO TRANSPORT HAZARDOUS WASTE IN THE STATE OF CALIFORNIA IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 6.5, DIVISION 20 OF THE HEALTH AND SAFETY CODE AND TITLE 22 OF THE CALIFORNIA CODE OF REGULATIONS, DIVISION 4.5.

THIS REGISTRATION CERTIFICATE MUST BE CARRIED WITH EACH SHIPMENT OF HAZARDOUS WASTE.

FOR REGISTRATION INFORMATION, PLEASE CALL (916) 255-4368.

*Mary Misemer*

(AUTHORIZED SIGNATURE)

*July 17, 2002*

(DATE)

*The energy challenge facing California is real. Every Californian needs to take immediate action to reduce energy consumption. For a list of simple ways you can reduce demand and cut your energy costs, see our Web-site at [www.dtsc.ca.gov](http://www.dtsc.ca.gov).*

**United States Environmental Protection Agency  
Region 9  
75 Hawthorne Street, (WST-6)  
San Francisco, CA 94105**

January 25, 2000

Mr Paul Corn, Dir  
United Storm Water Inc  
14000 E Valley Blvd Ste B  
City Of Industry, CA 91746-2801

The US Environmental Protection Agency (EPA) has assigned an EPA Identification (ID) number to your location. EPA has assigned this ID number in response to the Notification of Regulated Waste Activity Form (Form 8700-12) received from your installation on January 25, 2000.

By submitting the Form 8700-12, your installation has notified the EPA of the Resource Conservation and Recovery Act (RCRA) regulated waste activities shown below in accordance with Section 3010 of RCRA. The EPA ID number for this location is also referred to as a 'RCRA ID number' and is to be used on transport manifests and any other hazardous waste management documents required under Subtitle C of RCRA.

RCRA ID number: CAR000064931  
assigned to: United Storm Water Inc  
14000 E Valley Blvd Ste B  
City Of Industry, CA 91746-2801

EPA has listed your status as:  
Hazardous Waste Transporter

For assistance with questions regarding RCRA regulations, call the National RCRA Hotline at (800) 424-9346. For assistance with any other questions, or if you need a current version of the EPA Notification of Regulated Waste Activity Form (Form 8700-12) please contact:

U.S. EPA Region 9  
RCRA Notifications  
75 Hawthorne Street  
(WST-6/Tetra Tech)  
San Francisco, CA 94105  
Phone: (415) 495-8895



# California Regional Water Quality Control Board

## Los Angeles Region



Winston H. Hickox  
Secretary for  
Environmental  
Protection

320 W. 4th Street, Suite 200, Los Angeles, California 90013  
Phone (213) 576-6600 FAX (213) 576-6640  
Internet Address: <http://www.swrcb.ca.gov/~rwqcb4>

Gray Davis  
Governor

May 20, 1999

Mr. Paul Corn, Director  
Storm Water Division  
United Pumping Service, Inc.  
14016 East Valley Boulevard  
City of Industry, CA 91746

Dear Mr. Corn:

### **GENERAL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT AND WASTE DISCHARGE REQUIREMENTS – STORM DRAIN CLEANING PROJECT AT 2425 ENTERPRISE STREET, LOS ANGELES (NPDES NO. CAG994002, CI-8025)**

We have completed our review of your application for a permit to discharge waste under the National Pollutant Discharge Elimination System (NPDES).

United Pumping Service, Inc. (United) proposes to discharge wastewater generated during storm drain cleaning programs for the State of California Department of Transportation (Caltrans) at the subject site. Caltrans has located the subject site as a holding site for the storage and treatment of wastewater from their drain cleaning programs. Through a Transportable Treatment Unit (TTU) permitted by Department of Toxics Substances Control (TTU Series #: UPSDW1, May 4, 1999), United plans to discharge up to 43,200 gallons per day of the wastewater to a storm drain (Latitude 34° 01' 67" and Longitude 118° 13' 76") near the site. The waste then flows into the Los Angeles River, a water of the United States.

United has evaluated the potential reuses of the discharged water and has determined that there is no practical way to reuse the water.

We have reviewed the information provided and determined that the proposed discharge of the wastewater meets the conditions to be regulated under Order No. 97-043, "General National Pollutant Discharge Elimination System Permit and Waste Discharge Requirements for Discharges of Treated Groundwater from Construction and Project Dewatering to Surface Waters in Coastal Watersheds of Los Angeles and Ventura Counties," adopted by this Board on May 12, 1997.

Enclosed are waste discharge requirements consisting of:

1. General Waste Discharge Requirements, Order No. 97-043, and
2. Monitoring and Reporting Program No. CI-8025.

Discharge limits in Part E and Attachments A.7.(c) of this Order are applicable to your discharge. Before commencing any discharges, a representative sample shall be taken and analyzed to determine compliance with the discharge limitations.

***California Environmental Protection Agency***



*Our mission is to preserve and enhance the quality of California's water resources for the benefit of present and future generations.*

**Mailing List**

U.S. Environmental Protection Agency, Region 9, Clean Water Act Standards  
and Permits (WTR-5)  
U.S. Army Corps of Engineers  
NOAA, National Marine Fisheries Service  
Department of Interior, U.S. Fish and Wildlife Service  
Mr. Jim Kassel, Division of Water Quality, SWRCB  
Mr. Jorge Leon, Office of Chief Counsel, SWRCB  
Department of Fish and Game, Region 5  
Los Angeles County, DPW, Environmental Programs Division  
Los Angeles County, Department of Health Services  
Ms. Marina Baiza, Unified Program Section, Department of Toxic Substances Control  
Mr. Richard Crawford, California Department of Transportation, District 7 (Los Angeles)  
City of Los Angeles

***California Environmental Protection Agency***



***Recycled Paper***

*Our mission is to preserve and enhance the quality of California's water resources for the benefit of present and future generations.*

**UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
RESEARCH AND SPECIAL PROGRAMS ADMINISTRATION**



**HAZARDOUS MATERIALS  
CERTIFICATE OF REGISTRATION  
FOR REGISTRATION YEAR 2002-2003**

Registrant: UNITED STORM WATER INC  
Attn: Paul Corn  
14000 E Valley Blvd Ste B  
City Of Industry, CA 91746

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

Reg. No: 061202 001 041K

Issued: 06/13/02

Expires: 06/30/03

**Record keeping Requirements for the Registration Program**

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

- (1) A copy of the registration statement filed with RSPA; and
- (2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, DHM-60 Research and Special Programs Administration, U.S. Department of Transportation, 400 Seventh Street, SW, Washington, DC 20590, telephone (202) 366-4109.

**AFFIDAVIT FOR CORPORATION PROPOSER**

STATE OF CALIFORNIA       )  
                                      )  
COUNTY OF LOS ANGELES    )       ss

Eduardo Perry, Jr., being  
first duly sworn, deposes and says:

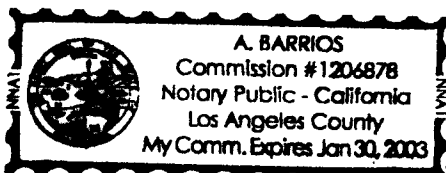
That he/she is PRESIDENT, of  
UNITED STORM WATER, INC

a corporation, which is the party making the foregoing proposal;  
that such proposal is genuine and not collusive or sham; that said  
proposer has not colluded, conspired, connived or agreed, directly  
or indirectly, with any other proposer or person to put in a sham  
proposal, and has not in any manner sought by collusion to secure  
any advantage against the LOS ANGELES COUNTY DEPARTMENT OF PUBLIC  
WORKS, or any person interested in the proposed contract, for  
himself/herself or for any other person.

Eduardo Perry, Jr.  
Signature

Subscribed and sworn  
to before me this

29th day of January, 2003



A. Barrios  
Signature of Officer Administering Oath  
(NOTARY PUBLIC)

## BIDDER'S PROPOSAL

Date January 27, 2003

To the Board of Supervisors of the  
Los Angeles County

The Undersigned hereby declares:

- (a) That the only persons or parties interested in this proposal as principals are the following:

Eduardo Perry, Jr. - President

Daniel C. Perry, Jr. - Vice President

Bob Pina - Secretary/Treasurer

(If the proposer is a corporation, give the name of the corporation and the name of its president, secretary, treasurer, and manager. If a partnership, give the name under which the partnership does business, and the names and addresses of all partners. If an individual, state the name under which the contract is to be drawn.)

- (b) That this proposal is made without collusion with any other person, firm, or corporation.
- (c) That the proposer has carefully examined the location of the proposed work, and is familiar with all of the physical and climatic conditions, and makes this bid solely upon the Proposer's own knowledge.
- (d) That the proposer has carefully examined the specifications, both general and detail, and any drawings attached hereto, and any additional communications sent and makes this proposal in accordance therewith.
- (e) That, if this proposal is accepted, the proposer will enter into a written contract for the performance of the proposed work with the County of Los Angeles.
- (f) That the proposer proposes to enter into such contract and to accept in full payment for the work actually done thereunder the prices shown in the attached schedule. It is understood and agreed that the quantities set forth are but estimates, and the unit prices will apply to the actual quantities whatever they may be.

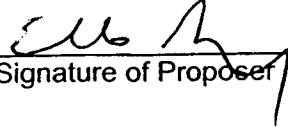
Accompanying this proposal is a certified cashier's check, or bidder's bond, payable to the order of the County of Los Angeles in the sum of N/A DOLLARS (\$ N/A). Said bidder's bond has duly executed by the undersigned proposer and by a financially sound surety company authorized to transact business in this state. It is understood and agreed that should the proposer be awarded the contract and fail within 15 days after the award to enter into the contract and furnish acceptable surety bonds, then the proceeds of said check, or bidder's bond, shall become the property of the County, but if this contract is entered into and said bonds are furnished, or if the proposal is not accepted, then said check shall be returned to the undersigned, or the proposer will be released from the bidder's bond.

14000 E. Valley Blvd.  
Address of Proposer

(877) 717-8676  
Telephone Number of Proposer

City of Industry, CA 91746  
City

Zip Code

  
Signature of Proposer

# CONTRACTOR'S INDUSTRIAL SAFETY RECORD

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

## 5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	1997	1998	1999	2000	2001	Total	Current Year
1. No. of contracts	-	-	10	20	20	50	12
2. Total dollar amount of Contracts (in thousands of \$)	-	-	1mil	5mil	5mil	11mil	4mil
3. No. of fatalities	Company not in Business		0	0	0	0	0
4. No. of lost workday cases	Company not in Business		0	0	0	0	0
5. No. of lost workday cases involving permanent transfer to another job or termination of employment	-	-	0	0	0	0	0
6. No. of lost workdays	-	-	0	0	0	0	0

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

**Paul Corn** \_\_\_\_\_  
 Name of Proposer (print) Signature

**14000 E. Valley Blvd.** \_\_\_\_\_  
 Address Required License or Certificate

**768583** \_\_\_\_\_  
 City of Industry, CA 91746 (877) 717-8676  
 City Zip Code Telephone

## CERTIFICATION RE: CONFLICT OF INTEREST

I, Eduardo Perry, Jr.

as President  
(Insert: "sole owner", "a partner", "President", "Secretary", or other proper title)

of United Storm Water, Inc.  
(Insert name of proposer)

make this Certificate in support of a proposal for a contract with the County of Los Angeles for services within the scope of the following Section 2.180.010 of the Los Angeles County Code:


### Contracts Prohibited.

A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
  - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

Contractor hereby certifies that personnel who developed and/or participated in the preparation of this contract do not fall within scope of Code Section 2.180.010 as outlined above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or does or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal/Bid or cancellation of any contract awarded pursuant to this Proposal/Bid.

I certify under penalty of perjury that the foregoing is correct and true in all respects.

Date: 1/29/03 Signed   
Eduardo Perry, Jr.  
President  
(Title)

## PROPOSER'S/OFFEROR'S EEO CERTIFICATION

United Storm Water, Inc.  
Proposer's/Offeror's Name

14000 E. Valley Blvd. City of Industry, CA 91746  
Address

95-4742126  
Internal Revenue Service Employer Identification Number

### GENERAL

In accordance with Los Angeles County Code Section 4.32.010, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

### PROPOSER'S/OFFEROR'S CERTIFICATION

- |    |   |   |
|----|---|---|
|    | The proposer/offeror has a written policy statement prohibiting any discrimination in all phases of employment.   | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> |
| 2. | The proposer/offeror periodically conducts a self-analysis or utilization analysis of its work force.   | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> |
| 3. | The proposer/offeror has a system for determining if its employment practices are discriminatory against protected groups.  | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the proposer/offeror has a system for taking reasonable corrective action to include establishment of goals and timetables. | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> |

United Storm Water, Inc.  
Proposer/Offeror

Paul Corn, Director Operations  
Name and Title of Signer

Paul Corn  
Signature

1-28-03  
Date

## PROPOSER'S REFERENCE LIST

- A. Please provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer to County of Los Angeles during the previous three years. Please verify that the contact names, phone, and fax numbers are correct before listing as a reference. Use additional pages if required.

SERVICE TYPE: EMERGENCY DRAIN CLEANING  
DEPARTMENT/  
DISTRICT: DEPT. OF TRANSPORTATION  
CONTACT: RICHARD GORDON  
TELEPHONE: (213) 620-5020  
FAX: (213) 620-2117  
DATE(S): 10/00 - PRESENT

SERVICE TYPE: DRAIN CLEANING  
DEPARTMENT/  
DISTRICT: DEPT. OF TRANSPORTATION  
CONTACT: RICHARD GORDON  
TELEPHONE: (213) 620-5020  
FAX: (213) 620-2117  
DATE(S): 10/01 - PRESENT

SERVICE TYPE: FILTER INSERT/TMDL MONITORING/  
DEPARTMENT/  
DISTRICT: STORM DRAIN MAINTENANCE  
DEPT. OF PUBLIC WORKS  
CONTACT: STACY JORDAN  
TELEPHONE: (626) 458-4333  
FAX: (626) 458-5100  
DATE(S): 5/02 - PRESENT

SERVICE TYPE: EMERGENCY HAZMAT RESPONSE  
DEPARTMENT/  
DISTRICT: L.A. COUNTY FIRE DEPT.  
CONTACT: GERALD MUNOZ  
TELEPHONE: (323) 890-4045  
FAX: (323) 890-4046  
DATE(S): 1983 - PRESENT

### B. Reference List for Private Companies

COMPANY: CITY OF NEWPORT BEACH  
ADDRESS: 3300 NEWPORT BLVD.  
NEWPORT BEACH, CA 92663  
CONTACT: RICK GREANEY  
TELEPHONE: (949) 644-3067  
FAX: ( )  
DATE(S): 12/2002

COMPANY: CITY OF TUSTIN  
300 CENTENNIAL WAY  
ADDRESS: TUSTIN, CA 92780  
CONTACT: RICK YEE  
TELEPHONE: (714) 573-3175  
FAX: ( )  
DATE(S): 1/2003

COMPANY: CITY OF HUNTINGTON BEACH  
17371 GOTHARD ST.  
ADDRESS: HUNTINGTON BEACH, CA 92648  
CONTACT: CHRIS GRAY  
TELEPHONE: (714) 960-8861  
FAX: (714) 375-5054  
DATE(S): 5/02-11/02

COMPANY: CITY OF OCEANSIDE  
300 N. COAST HIGHWAY  
ADDRESS: OCEANSIDE, CA 92054  
CONTACT: MARK SABELIS  
TELEPHONE: (760) 435-5260  
FAX: (760) 435-5105  
DATE(S): 7/02-9/02

<b>LIST OF SUBCONTRACTORS</b>
-------------------------------

The proposer is required to fill in the following blanks in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Chapter 2 of Division 5, Title 1 of the Government Code of the State of California) and should be familiar with Section 2-3 of the Standard Specifications.

Subcontractors listed in accordance with the provisions of Section 2-3 must be properly licensed under the laws of the State of California for the type of work which they are to perform, AND THEIR LICENSE NUMBERS MUST BE LISTED HEREIN. Failure to do so may result in delay of the award of contract. Do not list alternate subcontractors for the same work.

[illegible]

**County of Los Angeles**  
**Request for Local Small Business Enterprise (SBE) Preference Program Consideration and**  
**CBE Firm/Organization Information Form**

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

**LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

FIRM NAME:	
<input checked="" type="checkbox"/> I AM NOT <input type="checkbox"/> I AM	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number:	

**II FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify)						
Total Number of Employees (including owners): 25						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American				1		
Hispanic/Latino	6	3	4		6	2
Asian or Pacific Islander						1
American Indian	1					
Filipino						1
White						

**III PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	60 %	%	10 %	%	%
Women	%	30 %	%	%	%	%

**IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date
MBE Certification Pending as of	X	-	-	-	-
1/27/03	X	-	-	-	-

**V. DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Title: Director of Operations	Date: 1-28-03
--	----------------------------------	------------------

## PRINCIPAL OWNER INFORMATION FORM

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts provide directly to CSSD information concerning their "Principal Owners," that is, those natural persons who own an interest of 10 percent or more in the Contractor. For each "Principal Owner," the information which must be provided to CSSD is: 1) the Principal Owner's name, 2) his or her title, and 3) whether or not the Contractor has made a payment of any sort to the Principal Owner.

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO CSSD AT THE ADDRESS OR FAX NUMBER SHOWN BELOW ON OR BEFORE THE DATE YOU SUBMIT A BID OR PROPOSAL TO A COUNTY DEPARTMENT. MAINTAIN DOCUMENTATION OF SUBMISSION. SOLE PRACTITIONER AND MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

In addition, bidders or proposers must certify to the soliciting County department that they are in full compliance with the Program requirements by submitting the Child Support Compliance Program Certification along with the bid or proposal.

To: Child Support Services Department  
Special Projects  
P. O. Box 911009  
Los Angeles, CA 90091-1009  
FAX: (323) 869-0634 Telephone: (323) 832-7277

Contractor or Association Name as Shown on Bid or Proposal: United Storm Water, Inc.

Contractor or Associated Member Name, if Contractor is an Association: N/A

Contractor or Associated Member Address: 14000 E. Valley Blvd.

City of Industry, CA 91746

Telephone: (877) 717-8676 FAX: (626) 961-3166

County Department Receiving Bid or Proposal: PUBLIC WORKS

Types of Goods or Services To Be Provided: Trash Monitoring Services for Full Capture  
Trash Separation Units

Contract or Purchase Order No. (if applicable): n/a

**Principal Owners:** Please check the appropriate box. If box "I" is checked, no further information is required. Please sign and date the form below:

- I. ☐ No natural person owns an interest of 10 percent or more in this Contractor.  
II. ☒ Required principal owner information is provided below. (Use separate sheet if necessary.)

	<u>Name of Principal Owner</u>	<u>Title</u>	<u>Payment Received</u> <u>From Contractor</u>
1.	<u>Eduardo Perry, Jr.</u>	<u>President</u>	[YES] [NO]
2.	<u>Daniel C. Perry</u>	<u>Vice President</u>	[YES] [NO]
3.	<u>Bob Pina</u>	<u>Secretary/Treasurer</u>	[YES] [NO]

*I declare under penalty of perjury that the foregoing information is true and correct.*

By: Eduardo Perry, Jr. Date: 1/29/03  
(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)  
Eduardo Perry, Jr. President

(Print Name)

(Title/Position)

# CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement.)

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO CSSD AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER AND MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (print name as shown in bid or proposal) EDUARDO PERRY JR., hereby submit this certification to PUBLIC WORKS, pursuant to the provisions of County Code Section 2.200.060, and hereby certify that (contractor or association name as shown in bid or proposal) United Storm Water, Inc., an independently-owned or franchiser-owned business (circle one), located at (contractor or, if an association, associated member's address):

14000 E. Valley Blvd. City of Industry, CA 91746

is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

- 1) Submitted a completed Principal Owner Information Form to the Child Support Compliance Program;
- 2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5, and will continue to comply with such reporting requirements;
- 3.) Fully complied with all lawfully served Wage and Earnings Withholding Orders or Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b), or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

*I declare under penalty of perjury that the foregoing is true and correct.*

Executed this 29<sup>th</sup> day of JANUARY 2003  
(Month and Year)

at: INDUSTRY, CA 626/961-9326  
(City/State) (Telephone No.)

by: Eduardo Perry, Jr. - President EMR  
(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

Copy to: Child Support Services Department  
Special Projects  
P. O. Box 911009  
Los Angeles, CA 90091-1009  
FAX: (323) 869-0634

Telephone: (323) 832-7277

FAKED  
2/13/03

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: <b>United Storm Water, Inc.</b>		
Company Address: <b>14000 E. Valley Blvd.</b>		
City: <b>City of Industry</b>	State: <b>CA</b>	Zip Code: <b>91746</b>
Telephone Number: <b>(877) 717-8676</b>		
Solicitation For (Type of Goods or Services): <b>Trash Monitoring Services for Full Capture Trash Separation Units</b>		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

**Part I: Jury Service Program Is Not Applicable to My Business**

- ☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☒ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.


- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

**Part II: Certification of Compliance**

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: <b>Paul Corn</b>	Title: <b>Director of Operations</b>
Signature: 	Date: <b>1-28-03</b>



**UNITED STORM WATER, Inc.**  
Protecting Our Water Resources

**UNITED STORM WATER, INC.**  
14000 E. Valley Blvd., Ste. B  
City of Industry, CA 91746  
P (877) 717-8676  
F (626) 961-3166

**FAXED**  
2/13/03

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Date:	<u>2/13/2003</u>	Time:	<u>9:18 AM</u>
To:	<u>Child Support Services Dept. Special Projects</u>	From:	<u>Michelle</u>
Fax:	<u>323-869-0634</u>	Pages:	<u>3 (including the fax cover)</u>
Phone:	<u>323-832-7277</u>	Re:	<u>County of Los Angeles RFP</u>

---

*Attached please find the following:*

- ♦ *Principal Owner Information Form*
- ♦ *Child Support Compliance Program Certification*

*We were requested to fax these forms to you by the County of Los Angeles Department of Public Works for the following:*

*Request for Proposal for Trash Monitoring Services for Full Capture Trash Separation Units*  
*Due: Thursday, Friday 13, 2003 at 5:30 p.m.*

*Thank you,*

*Michelle Musselman*

TRANSMISSION VERIFICATION REPORT

TIME : 02/13/2003 09:24

DATE, TIME  
FAX NO./NAME  
DURATION  
PAGE(S)  
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**Full Capture Trash Separation Units  
Health and Safety Plan**

**For Full Capture Trash Separation Units (drainage structures) where tests have  
indicated the presence of hazardous wastes**

**Project Program**

**Revised January 29, 2003**

**Health and Safety Plan**  
**Full Capture Trash Separation Units**  
**Containing Hazardous Waste**

**1.0 General**

Testing of sediment in drainage structures along high volume highway routes in metropolitan areas indicates that the sediment can be contaminated with heavy metals and petroleum hydrocarbons. This Health and Safety Plan has two purposes. First, it addresses the possible health risks this contamination poses to United Storm Water, Inc. employees. Second, it outlines prudent safety measures necessary to protect employees who are cleaning drainage structures that are likely to contain hazardous wastes.

This Plan is designed to identify, evaluate, and control Health and Safety hazards of removing dirt, sludge and debris from drainage structures. These drainage structures include drop inlets, culverts, storage chambers, pump houses, and similar structures.

The analysis of samples of this waste taken from drainage structures indicates that the primary hazard from contaminated waste is heavy metals and hydrocarbons. Secondary contamination hazards include decaying organic matter. Additional concerns include poor access and egress, confined spaces, heavy lifting, moving equipment, and public traffic.

The material being removed from the drainage structures is considered a hazardous waste because of its heavy metal content, particularly lead. It must be packaged, moved, stored, treated, and disposed of in a manner that prevents its release into the environment. Special transportation and documentation requirements must be met. If the proper precautions are not followed, this waste can pose a health hazard to workers.

When United Storm Water, Inc. (United) retain contractors or sub-contractors to provide services for work in hazardous waste operation, they shall inform those contractors, sub-contractors, or their representatives of the site emergency response procedures. United shall also inform contractors and subcontractors of any potential fire, explosion, health, safety or other hazards of the hazardous waste operation that have been identified. Each contractor or sub-contractor is responsible for compliance with all Health and Safety protection requirements for its employees. This Health and Safety Plan can be used by contractors or sub-contractors at the site if it appropriately addresses their activity and potential Health and Safety hazards.

This written Health and Safety Plan shall be made available to the following persons:

- any contractor or subcontractor or their representative who will be involved with the hazardous waste operations;
- employees;
- employee designated representatives;
- Cal-OSHA, and to personnel of other federal, state or local agencies with regulatory authority over the site.

## **2.0 Organizational Structure: Roles and Responsibilities**

The following organizational structure establishes the specific chain of command and specifies the overall responsibilities of supervisors and employees:

- A) Director of Operations / Safety has the responsibility and authority to see that the full capture trash separation unit cleaning is performed according to this Health and Safety Plan.
- B) Safety Manager (Hazmat Manager), or his or her delegate, will provide technical assistance to the crews performing full capture trash separation unit cleaning involving hazardous waste. This person, or his or her delegate, shall be trained at the Hazardous Materials Specialist level. He or she will provide an audit function and conduct operational reviews to ensure that the hazardous waste is being handled, transported, and disposed of in accordance with this Health and Safety Plan and all applicable state, local, and federal laws and regulations. Any operational reviews that identify areas of non-compliance with this Plan or opportunities for improvement shall be reported to the Project Manager and Site Supervisor of the drainage cleaning crew.

This person shall also act as the Qualified Person for operations defined as hazardous substance removal work. He or she has the responsibility for consulting with a certified industrial hygienist; scheduling any air sampling; laboratory calibration of sampling equipment; evaluation of soil or other contaminated waste sampling results; and for conducting any equipment testing and evaluating the results of the tests.

The Hazmat Manager also has the responsibility to change this Plan if any air or waste sampling, operational reviews, or employee concerns indicate that changes are necessary. Any changes made shall be sent to the County of Los Angeles Department of Public Works Health and Safety Department.

- C) The Project Manager has the responsibility and authority to see that the full capture trash separation unit cleaning is performed according to this Health and Safety Plan within his or her project area. This person shall review any concerns raised by a drainage cleaning crew that have not been resolved by the Site Supervisor or the County of Los Angeles Representative. The concern shall be resolved by the Project Manager or shall be sent to United's Director of Operations / Safety for resolution.

The United Project Manager shall also be the Site Health and Safety Officer. The Site Health and Safety Officer has the responsibility and authority to see that all Health and Safety rules and procedures, as set forth in this Health and Safety Plan, are being followed by the crew performing full capture trash separation unit cleaning. The Site Health and Safety Officer has the responsibility and authority to bring any safety violations or unsafe conditions to the attention of the United Director of Operations / Safety, and to order the stoppage of work if these conditions cannot be immediately corrected.

- D) The United Site Supervisor has the responsibility and authority to see that the full capture trash separation unit cleaning is performed according to this Health and Safety Plan within his or her area. This person shall provide the full capture trash separation unit cleaning crew with the proper materials, vehicles and tools to accomplish their job safely. This person shall determine the drainage structures needing cleaning within his or her own area and shall coordinate the cleaning of other drainage structures with the supervisor of the area where the structures are located. This person shall be at least at the United Site Supervisor classification level but may be temporarily designated to a lower level. This person shall be trained at the Waste Worker level and at the Hazardous Materials, First Responder: Operational Level. This person shall review any concerns raised by a drainage cleaning crew that have not been resolved. The United Site Supervisor shall resolve the concern or it shall be sent to the Project Manager for resolution.
- E) All other personnel needed for hazardous waste site operations have the responsibility to perform full capture trash separation unit cleaning according to this Health and Safety Plan. These workers shall be trained at the appropriate Waste Worker level. These personnel are responsible to bring up any concern they have with the full capture trash separation unit cleaning operation to their United Site Supervisor for resolution.

### 3.0 Health Risk Assessment

Lead is the predominant heavy metal found in drainage structure sediment. Lead can cause both short and long term health effects, often with serious consequences. It is of particular concern to young children and women of childbearing age.

Once in the body, lead is a potent systemic poison that serves no known useful function. Some is quickly filtered out and excreted, but some remains in the blood and other tissues, often for a long time.

The symptoms of lead poisoning include loss of appetite, metallic taste in mouth, anxiety, nervous irritability, constipation, nausea, tiredness, weakness, headache, muscle and joint pain or soreness, numbness, dizziness, colic, stomach ache, poor concentration, memory loss, reduced sex drive or impotence, and birth defects. Employees who experience these and believe they are a direct result of their work with full capture trash separation unit cleaning should immediately report any of these symptoms to their supervisor.

Lead enters the body through the inhalation or the ingestion of lead containing wastes. Lead is not readily absorbed through the skin. An evaluation of the soil contamination levels and the expected dust levels of a typical full capture trash separation unit cleaning operation indicates that exposure to airborne lead should be well below the Cal-OSHA permissible exposure limit. The primary concern is exposure through the ingestion of contaminated soil.

Eating, drinking, or smoking with hands or faces that are contaminated with lead containing material is the usual way lead ingestion occurs. You could ingest if you eat food, or use cigarettes, chewing tobacco, makeup, or consume drinks that have lead contaminated soil in them, or if you handle these items with soil contaminated hands or utensils.

Petroleum hydrocarbons have also been detected in some of the drainage structures. The symptoms of petroleum hydrocarbon poisoning are dizziness, drowsiness, headache, nausea, eye, nose, throat and skin irritation.

Employees who experience these symptoms and believe they are a result of their work with full capture trash separation unit cleaning should immediately report any of these symptoms to their supervisor.

Petroleum hydrocarbons may enter the body through skin absorption or the ingestion of petroleum hydrocarbon containing materials. Skin contact can also cause irritation or rashes.

An evaluation of the soil contamination levels and the expected exposure level of a typical full capture trash separation unit cleaning operation indicates that exposure to petroleum hydrocarbons should be well below the Cal-OSHA permissible exposure limit. The primary concern is skin exposure to the contaminated soil with a secondary concern of ingestion.

Skin contact with contaminated sediment is the usual way petroleum hydrocarbon exposure occurs. The PPE discussed in Section 11.3 will prevent this exposure.

## **4.0 Training Requirements**

All employees cleaning drainage structures and their supervisors responsible for such work shall receive the training listed below.

It shall include:

- A) Names of personnel and alternates responsible for site Health and Safety
- B) Safety, health and other hazards present on the site
- C) Use of Personal Protective Equipment (PPE)
- D) Work practices to minimize hazards
- E) Safe use of engineering controls and equipment on the site
- F) Medical surveillance requirements
- G) Decontamination procedures
- H) Emergency response plan
- I) Confined Spaces Program requirements
- J) Spill containment procedures

### **4.1 Initial Training**

#### Training for Workers

General site workers engaged in full capture trash separation unit cleaning, or the handling, treatment, and storage of structure cleaning waste shall be fully trained prior to starting such work. Employees who clean drains that could contain hazardous waste must be trained at the 20-hour Hazardous Waste Worker level.

#### Management and supervisor training

On-site management and supervisors directly responsible for full capture trash separation unit cleaning, or the handling, treatment, and storage of structure cleaning waste shall attend the 20-hour Hazardous Waste Worker training. At that time, they will receive a four hour Hazardous Waste Worker Supplemental Training for supervisors. In addition, they will be certified at the Hazardous Materials: First Responder, Operations level.

### **4.2 Qualification for Trainers**

Trainers shall be qualified to instruct employees about the subject matter that this is being presented in training. Such trainers shall have satisfactorily completed a training program for teaching the subjects they are expected to teach, or they shall have the academic credentials and instructional experience necessary for teaching the subjects. Instructors shall demonstrate competent instructional skills and knowledge of the applicable subject matter.

### **4.3 Training Certification**

Employees and supervisors that have received Hazardous Waste Worker training will receive credit under G Number 31405. Employees who have not been trained will not work in full capture trash separation unit cleaning operations.

### **4.4 Refresher Training**

Employees and managers or supervisors involved in full capture trash separation unit cleaning shall receive eight hours of refresher training annually on the items specified in the training requirements listed above. They shall also receive training on any critiques of incidents that have occurred in the past year that can serve as training examples.

### **5.0 Emergency Response**

Employees engaged in full capture trash separation unit cleaning operations may clean up spills of waste removed from drains. They will follow current United Storm Water, Inc. practices, as outlined in Project Manual Chapter I, Chapter D5: Spills of Substances of Highway Rights of Way, for all other spills.

### **6.0 Medical Surveillance Requirements**

The initial assessment of the hazards involved in full capture trash separation unit cleaning shows that it is reasonable to expect employee exposures well below the Permissible Exposure Limits. Employee medical monitoring will begin as soon as the project begins, this monitoring will establish a baseline. A medical surveillance program will start immediately if employee monitoring shows employee exposures higher than expected, if an employee is injured, becomes ill or develops signs or symptoms due to possible overexposure involving hazardous substances or health hazards from full capture trash separation unit cleaning.

### **7.0 Monitoring**

Initial determination will be based on the results of soils sampling within the drains. The highest observed concentration of lead in past tests was 6000 PPM. Visible dust would cause an expected worst case exposure of  $6 \text{ ug/m}^3$  based on an eight hour employee exposure. This is 20% of the action level ( $30 \text{ ug/ m}^3$ ) and just over 10% of the PEL ( $50 \text{ ug/ m}^3$ ). Therefore, exposure from inhalation is a minimal concern. The use of dust control measures will keep levels even lower.

The greatest risk for exposure will occur through ingestion of the contaminated soil, through eating drinking or smoking with contaminated hands or face. Through the implementation of a strict and comprehensive personal hygiene program, exposure should be minimal.

To address the probable physical and health hazards that may be encountered, namely gasoline, diesel, and oil contamination, and the presence of heavy metals, the following monitoring will be done at each location:

- Before cleaning any drain:

Visually inspect the drain and surrounding area to detect signs of recent spills or contamination. Any detection of evidence of a recent spill (e.g., strong odor, visible liquid) will be cause for suspension of work until the spill is investigated and mitigated.

- Before entering a confined space:

Monitor the culvert or drain with a combustible gas indicator (operating in the PPM mode) to detect flammables or a possibly toxic spill. Any detection of levels greater than background will be cause for suspension of work. The work procedures and requirements, including additional air monitoring, required by the United Storm Water, Inc. Confined Space Program will also be followed.

- During entry:

Use continuous monitoring in accordance with Department's Confined Space Procedures listed in the Code of Safe Operating Practices and the United Storm Water, Inc. Safety Manual, Chapter 14: United Storm Water, Inc. Confined Space Program.

If employees will not enter a confined space to perform the work, there will be no need to monitor beyond the initial visual inspection.

Appropriate industrial hygiene monitoring, including area and personnel sampling, will be done to verify that the above exposure estimates are valid. The sample results will be analyzed and changes to this Plan will be made if necessary.

## **8.0 Health and Safety Conference**

A pre-job health and safety conference shall be held before the start of actual work on drainage structures suspected of containing hazardous waste. The conference shall include representatives of management, employees, and employee representatives; and any contractors hired to work on the project. The conference shall include a discussion of the Health and Safety Plan and the means, methods, devices, processes, practices, conditions, or operations that are intended to be used in providing a safe and healthy workplace. This is intended to be a one-time conference and does not need to be repeated unless this Health and Safety Plan is significantly revised. This conference is not intended to replace the job briefings described in Section 11.1.

## **9.0 Health and Safety Inspections and Evaluation**

The effectiveness of the Health and Safety Plan shall be evaluated through inspections and operational reviews conducted by Site Supervisors. Other entities (e.g., Project Managers, United Storm Water, Inc. Safety Officer) shall also review operations. Any deficiencies in

the effectiveness of the site Health and Safety Plan shall be corrected. The information and data obtained from employee monitoring and sediment sampling shall be used to update the site Health and Safety Plan.

## **10.0 Sanitation**

An adequate supply of potable water shall be provided on the site. Portable containers used to dispense drinking water shall be capable of being tightly closed and equipped with a tap, and shall be otherwise designed, constructed, and serviced so that sanitary conditions are maintained. Water shall not be dipped from containers.

Any container used to store, dispense, or distribute drinking water shall be clearly marked as to the nature of its contents and not used for any other purpose.

Where single service cups (to be used but once) are supplied, both a sanitary container for the unused cups and a receptacle for disposing of the used cups shall be provided.

Outlets for non-potable water, such as water for industrial or fire fighting purposes, shall be identified to indicate clearly that the water is unsafe and is not to be used for drinking and washing.

There shall be no cross-connection, open or potential, between a system furnishing potable water and a system furnishing non-potable water.

Adequate washing facilities for employees shall be provided. Such facilities shall be near the worksite. There shall be a minimum of 10 gallons clean water for washing, not including drinking water. The wash water shall be kept separate from the drinking water. There is an exception for water containers that are fitted with two spigots: one for drinking, and the other for washing.

## **11.0 Comprehensive Workplan**

This section addresses the tasks and objectives of the site operations and the logistics and resources required to reach those tasks and objectives.

### **A) Removal of Material from Drainage Structures**

One of the objectives of the full capture trash separation unit cleaning is to remove the potentially contaminated material from drainage inlets, outlets and connecting drainage system. The methods used will include mechanical means, such as vacuum assisted equipment, and hand tools, such as shovels.

### **B) Transport and Temporary Storage of Drainage Material**

Whenever possible, the transportation of the drainage material should be in bulk to reduce costs and limit down time at the work sites. The material will be stored at existing United facilities in covered and approved roll-off bins. Sludges and liquid sediments will

be de-watered, through use of de-watering bins or vacuuming, before disposal.

All dewatering of material shall be done under the guidance of the United Project Manager.

#### C) Sampling

Samples will be collected from roll-off bins. The analytical sampling results will then determine how the waste will be disposed. This bulk storage at project stations located within the drainage basins will allow for proper reporting to oversight agencies and reduce the handling costs.

#### D) Proper Treatment and Disposal of Waste

The removal, transportation, storage, treatment and disposal of the waste will be accomplished in a manner that minimizes the possibility of employee exposure to dust. Wet the waste with a fine water spray or use equivalent means to eliminate visible dust.

### **11.1 Job Briefing (Tailgate Meeting)**

Briefings or tailgate meetings shall be held to keep all personnel aware of this Health and Safety Plan dealing with cleanup work on drainage structures.

These briefings shall be held prior to beginning work and at least every ten (10) working days after or as conditions or personnel change.

### **11.2 Site Specific Health and Safety Plan**

The provisions of this Health and Safety Plan shall be followed at each full capture trash separation unit cleaning operation involving hazardous waste. For those particular characteristics that are site specific, a site-specific health and safety information sheet (Daily Activity Reporting Form) shall be prepared before work begins. This sheet shall include site specific information, such as:

- Specific location of structure;
- Nearest medical facility;
- Type of structure and removal method;
- Site supervisor (crew leader) and crew members;
- Designated site Health and Safety officer;
- Method of disposal;
- Appropriate references to waste generated and bill of lading or shipping papers;
- Notation if additional PPE is needed; and
- Comments section for any additional information, if needed.

The Site Supervisor shall maintain a file of site-specific health and safety information forms.

### **11.3 Personal Protective Equipment (PPE)**

In addition to standard personal protective equipment, the following PPE will also be used by employees during the removal of material from drainage structures:

- Tyvek or cloth coveralls
- Chemical resistant rubber boots with steel shanks and toes, or disposable covers for work shoes
- Rain gear (pants and jacket) if needed for splashing
- Chemical face shield if splashing is possible
- Nitrile, PVC, neoprene, or equivalent gloves

Each crew member engaged in any phase of clean-up work that involves potential exposure (direct contact) to hazardous waste will wear this PPE. These phases include clean-up, loading, transportation, equipment operations or storage facility work.

All PPE should be kept clean. See the decontamination procedures in Section 11.5.

All PPE should be visually inspected to insure there are no holes, tears or cracking. If defective, it will be discarded properly and new equipment will be issued.

#### **11.4 Site Control Measures**

Steps shall be taken to prevent the downstream spread of any contaminants during the cleanup procedure. If necessary, sandbags, air supplied Vetter bags or other similar devices can be used to create a containment.

Site work zones will be established at each drainage structure being cleaned. Once cleaning work has begun, only employees directly involved in the cleaning will be allowed at the site. Support personnel, such as lane closure personnel, shall not be allowed in this site work zone until all clean up work has been completed. -

Employees shall be organized into work groups in such a manner that each employee of the work group is observed by at least one other employee in the work group. The purpose of this "buddy system" is to provide quick assistance to employees in the event of an emergency.

Each cleaning crew shall have the means to communicate with United's Dispatcher in case of an emergency. This means of communication will be a two-way radio or a cellular phone.

This site control plan shall be modified as necessary or as new information becomes available.

#### **11.5 Decontamination Procedures**

All equipment and personal protective equipment (PPE) contaminated during the full capture trash separation unit cleaning shall be decontaminated or removed before any equipment or employees leave the cleanup site. Employees will also wash their hands and face before entering vehicles, eating, drinking, smoking, or leaving the worksite.

Once the drains have been cleaned, any drainage material spilled or splashed onto the equipment or PPE will be removed. If using a vacuum truck, equipment and PPE shall be rinsed or brushed clean. Any rinse water will be vacuumed into the vacuum truck. If drains are manually cleaned, all equipment or PPE shall be rinsed or brushed clean into a five-gallon bucket. The waste in the bucket can then be transferred to the drum holding the drainage debris.

Any dirty Tyvek coveralls or any wipes or cloth rags used to cleanup equipment or tools shall be placed in a plastic bag and disposed of properly.

All potentially contaminated waste deposited on the ground outside the drainage structure will be swept up and placed with other drainage debris.

If an employee's non-impermeable clothing becomes welled with hazardous waste, the clothing shall be removed and placed in a plastic bag. The clothing will be cleaned at the companies expense at a commercial laundry. The commercial laundries or cleaning establishments that decontaminate protective clothing or equipment shall be informed of the potentially harmful effects of exposures to hazardous wastes.

The decontamination procedures shall be monitored by the site Health and Safety person or Site Supervisor to determine their effectiveness. If these procedures are found to be ineffective, appropriate steps shall be taken to correct any deficiencies.

## **11.6 Removal Methods**

During the removal operations, all traffic control measures will be observed per the Project Manual, Volume 1, Chapter 8, Protection of Workers. - Equipment operators shall be properly qualified to operate the equipment they are assigned. They shall review the appropriate CSOP for the equipment they are assigned.

All drainage facilities should be cleaned whenever possible by mechanical means. The mechanical means will include:

- Vacuum assisted equipment (e.g., Vactors, vacuum-drumming units).
- Vacuum trucks with remote bulk loading capabilities (e.g., Guzzlers or Super Suckers).

When drainage facilities require under drains to be flushed out and rinse waters to be recovered, every effort will be exercised to reduce the spread of contamination. The following methods and equipment can be used:

- Transportable treatment units to recover silt and filter waste water.
- Back flushing equipment to reduce amount of needed water and to pull back waste to a central location for pumping (e.g., water 'Jetter' units).
- Blocking devices to plug outlets to create a collection point for filtration processing (e.g., sand bags, plastic dams, Vetter air bags).
- Filtered rinse water could be recycled or discharged.

### **11.6.1 Vactors and Drummers**

When Vector or vacuum drum unit is engaged in drop inlet cleaning operations, the following procedures will be followed:

- Grates will be removed by mechanical means whenever possible.
- Material deposits will be vacuumed into the Vector. Sufficient water shall be used to prevent dust from being exhausted into the air. All unnecessary personnel will stay clear of the operation. The operator will work the remote controls and one worker will assist with the hose. Before moving to the next drop inlet the drain grate will be replaced.
- When operating vacuum drummer, all the safety guidelines previously stated will be followed. When drums are filled, lids will be secured and drums handled or moved via mechanical means (e.g., lift gate, drum dolly, loader, hoist). For hoisting, only attachments specifically designed for lifting drums will be used.

- At the end of the operation all equipment and tools will be cleaned and wiped down. Wipes used for decontamination will be disposed of properly.

Note: If leakage or spillage occurs, it will be cleaned up immediately. If necessary, the waste will be transferred to another container or vehicle to minimize leakage. The Site Supervisor will prepare a report of the incident and appropriate measures must be taken to prevent reoccurrence.

### **11.6.2 Handwork**

When handwork is required, the CSOPs for any related equipment or tools will be reviewed and the following guidelines will be observed:

- Grates will be removed by mechanical means whenever possible to limit the risk of muscle or back strain. If mechanical means are unavailable, chain grate pullers will be used. Several personnel will be needed to accomplish this task safely. Grates larger than conventional drop inlet size will not be removed by hand.
- A visual inspection will be conducted to examine the interior of the drop inlet to observe for hazards such as sharp objects or contamination. Be aware of hidden hazards that may be uncovered as clean out work is being conducted.
- If unusual odors, liquids, or heavy contamination are encountered, workers shall leave the area immediately. Employees will follow the guidelines in the Project Manual, Volume 1, Chapter D5: Spills of Substances on Highway Rights of Way. See Section 12.0: Emergency Response Plan, for more information.
- Hand tools such as shovels, buckets and pry bars will be kept in good condition. When moving from job locations, hand tools will be stored in an open top recovery drum to ensure that contamination to the vehicle is kept to a minimum.
- When transferring material from the drop inlets to the roadway work surface, use a portable sprayer with a fine water mist to dampen the material enough to reduce visible dust. Whenever possible, place the material down wind of the drop inlet.
- The buckets or piled material will be transferred to drums or loader bucket. Drums will be sealed when they are full. If a loader is used then the loading operation to another vehicle will be conducted down wind of the work area. Use water to reduce visible dust.



- When using a lift gate to transport drums between drainage structures, allow for ground clearance. This method of movement is for short distances and slow speeds only. No personnel are allowed to ride on the lift gate at any time. A drum dolly shall be used to move drums from the drainage structure to the truck. Workers should be aware of slip, trip and fall hazards. Drums are very heavy; avoid muscle strains and get assistance if needed.
- As drums are filled, lids will be secured and drums will be loaded into the cargo area of the vehicle. The loaded drums will be secured before leaving the worksite.
- The drums will have exterior contamination removed at the worksite. The contamination will be placed in a disposal drum.

### **11.6.3 Flush and Recovery Operations**

When flushing drainage piping due to blockage or deposits of heavy silts, all material will be recovered to minimize the release of contaminants.

- All grates involved in the operation will be removed by mechanical means if available.
- Mechanical blocking devices or equivalent will be placed in the discharge outlets to prevent rinse water or debris from exiting the central collection point.
- A water back flushing device will be used to retrieve silts and debris back to the collection point.
- At the end of the operation, all equipment and tools will be cleaned and wiped. Wipes used for decontamination will be disposed of properly. Rinse water will be captured and treated or added to other drainage waste. Grates will be replaced before moving to the next operation site.

Note: If leakage or spillage occurs, it will be cleaned up immediately. If necessary, the waste will be transferred to another container or vehicle to minimize leakage. A report of the incident will be generated by the Site Supervisor and appropriate measures taken to prevent reoccurrence.

### **11.7 Transportation**

When transporting bulk waste from the worksites to the storage locations, an enclosed transport vehicle (e.g., Vactor, vacuum truck) is preferred. If an open vehicle is used, then an impervious tarp will be used to cover the bulk load and the cover will be secured before leaving the worksite. For transporting drain wastes containing wet sludges, an appropriate leak free vehicle (e.g., Vactor, vacuum truck) will be used. No leakage will be permitted.

- All drummed waste will be placed into the cargo box of the vehicle with labels or stenciled markings showing to the exterior sides.

- A bill of lading will be completed by the crew leadworker and given to the operator for each shipment of bulk or drummed waste leaving the site. The drums will have markings to indicate post mile, route, direction, and date.
- The waste will be off loaded at the specified locations and segregated as bulk or drummed waste.
- All paper work related to shipping and transportation will be forwarded and kept on file at a central United Storm Water, Inc. location.

## **11.8 Storage**

- Bulk material will be deposited at selected sites into designated roll off bins (storage bins) that have been properly prepared for hazardous waste storage. They will be properly lined and covered with at least a single sheet of 6-mil thick plastic liner. The liner shall be installed in a manner that will prevent liquid from draining and shall be covered to prevent rain from entering the material.
- Bulk material that contains water or liquids shall be de-watered using a dewatering bin or vacuuming. All dewatering operations shall be done under the guidance of the Hazmat Manager.
- Drums and containers used during the cleanup shall meet the appropriate US Department of Transportation (DOT), OSHA, and EPA regulations for the material they contain. These drums should be lined with a clear plastic bag before any material is placed in them.
- Drummed material will also be stored at selected collection sites. Use methods to prevent rainwater from collecting on the drums, such as tarping the drums or placing them on edge using a 2" x 4" board. All drums will be wiped clean before being stored. This will eliminate runoff contamination due to rain.
- Drummed material containing freestanding liquids will be pumped off and resealed before disposal.
- Drums and bins will be properly stored in a secure location.
- Drums and containers shall be inspected and their integrity assured prior to being moved.
- When the roll off bins and drums are full, they will be sampled as required to characterize and classify the material. Appropriate procedures and chain of custody documentation will be used. The information will be kept on record at a central United Storm Water, Inc. location.
- The samples will be tested for hydrocarbons and metals. When results have been received, materials identified as hazardous waste shall be removed immediately and stored appropriately.

- As drums are emptied, they will be placed into service for reuse after being visibly inspected for damage or corrosion. All drums not fit for reuse will be set aside for recycling or disposal and so marked.
- All labels will be removed after emptying.
- If stenciled markings or labels are not legible, the old markings or labels will be removed or Hacked out with paint and re-stenciled before being placed back into service. Drums will be stenciled or labeled "highway drain material."
- Bills of lading or shipping papers will be prepared on each shipment being transported to the collection stations
- When loading, transferring or transporting waste by bulk, all required PPE will be worn. When loading into vehicles, operators will stay clear and upwind of the loading operations. A light water misting will be applied before loading to limit dust dispersion. All contamination will be removed from the outside of the vehicle before it leaves the site.
- Bulging or swelling indicates that a drum or container is under pressure. Such drums and containers shall not be moved until such time as the cause for excess pressure is determined and appropriate containment procedures have been implemented to protect employees from explosive relief of the drum.
- Employees should open drum lids from the side, away from their bodies.
- Employees shall be instructed not to stand upon drums or work from on top of drums or containers.

## **12.0 Emergency Response Plan**

The main types of emergencies that might be anticipated with this type of work is the discovery of flammable or combustible spills in the drainage structures. The presence of such spills would be detected by the initial visual inspection of the drainage structure. If flammable or combustible spills are detected, work shall stop and employees will immediately leave the work area. Employees will then follow the guidelines in the Project Manual, Volume 1, Chapter D5:

Spills of Substances on Highway Rights of Way. Chapter D5 shall be included as part of the Emergency Response Plan and should be reviewed with this Health and Safety Plan.

This Plan shall be available for inspection and copying by employees, their representatives, Cal-OSHA personnel, and other governmental agencies with relevant responsibilities.

# FULL CAPTURE TRASH SEPARATION UNIT CLEANING

## INVOLVING HAZARDOUS WASTE

### HAZARD REVIEW

Moving traffic  
Moving equipment  
Loose and slippery work areas  
Hazardous wastes  
Materials stuck in pipes or drop inlets  
Working *in* confined spaces  
Insects and Rodents  
Heat stress  
Heavy lifting

### SAFE OPERATING PROCEDURES

#### **General:**

Review safe practice rules for applicable equipment (including rental equipment) and perform pre-operational checks

At least two employees will be present during full capture trash separation unit cleaning operations where contact with the hazardous waste is possible. Use the "Buddy System."

#### **Moving Traffic:**

Review work area protection procedures and any traffic control requirements. Pre-plan the location and installation of signs, cones, shadow vehicles, barriers, etc., before installing traffic control system.

Park in an area suitable for safe entering or exiting of vehicle and which does not cause a hazard to yourself or others.

While on foot make every effort to perform your work *facing* oncoming traffic.

#### **Moving Equipment**

Workers on foot should stay out of the way of operating equipment until the area is clear for handwork. Watch for moving equipment and backing trucks. Be sure that equipment operators see you before approaching their equipment.

Equipment operators should not move equipment until they can account for all persons known to be on the ground.

Equipment operators should not back up equipment without a spotter.

### **Loose and slippery work areas:**

Keep work area clean and free of tripping hazards.

Wear shoes appropriate for the work with soles designed to reduce slipping.

### **Hazardous Waste:**

Review and follow the Full capture trash separation unit cleaning Health and Safety Plan for drainage structures where tests have indicated the presence of hazardous waste, which must be kept on site. A site-specific health and safety information sheet (Daily Activity Reporting Form) will be prepared and reviewed with the crew before work begins. This is part of the required pre-job briefing (tailgate meeting).

All employees working on site shall receive training meeting the requirements outlined in the Health and Safety Plan for Full capture trash separation unit cleaning before they are permitted to engage in full capture trash separation unit cleaning operations.

In addition to standard personal protective equipment, employees will also use the following PPE during full capture trash separation unit cleaning operations:

- Tyvek or cloth coveralls
- Rain gear (pants & jacket) if needed for splashing
- Chemical resistant rubber boots with steel shanks and toes, or disposable covers for work shoes
- Safety glasses, or chemical face shield if splashing is possible
- Nitrile, PVC, neoprene, or chemical resistant gloves

EXCEPTION: If skin contact is not expected, (e.g., mechanical sweeper operator, loader operator, truck driver hauling sealed drums), the PPE requirements may be modified.

Do not eat drink, or smoke in the clean-up work area.

If skin contact occurs, remove contaminated clothing and wash the affected area with soap and water as soon as possible.

Provisions for decontamination of employees and equipment must be in place before clean-up operations begin. A plentiful supply of wash water (at least 10 gallons) must

be provided. All exposed employees and equipment will be decontaminated before leaving the clean-up work area. As a minimum, take the following actions:

- Change cloth coveralls if contaminated
- Remove disposable clothing and place in plastic bags
- Wash hands and boots to remove contamination
- Wash hands and face thoroughly before eating, smoking, drinking, or using bathroom
- Wash or wet wipe equipment prior to its leaving the site. Steam clean the equipment if needed to remove contamination.
- Capture contaminated wash water and dispose of properly.

After clean up, drainage structure debris will be transported and disposed of as specified in the full capture trash separation unit cleaning work plan.

### **Material Stuck in Pipes or Drop Inlets:**

Employees should not dislodge wedged objects with their hands.

Employees should select the proper tool for the job.

Beware of material that could be behind the wedged obstruction.

### **Working in Confined Spaces**

If confined spaces will be entered, special training, air monitoring equipment and work procedures are required. A confined space entry form must be completed and signed before any entry into any confined space. (See United Storm Water, Inc. Safety Manual, Chapter 14: Confine Space Program.)

Do not operate motorized equipment inside structures. Motorized equipment operating underground requires a special permit from Cal-OSHA and requires exhaust scrubbers and additional ventilation. Be aware of possible carbon monoxide buildup from motor exhausts.

### **Insects, Rodents and Snakes:**

Insects, rodents and snakes can inhabit drainage structures. Be sure to visually check an area before you reach in with your hands. Use tools to disturb piles of leaves and other debris to check for insects, rodents and snakes before you reach in with your hands.

Insect bites and stings can be life-threatening to people who suffer severe allergic reactions. Review the signs and symptoms of allergic reaction in the Standard First Aid book.

The mouths of animals are full of bacteria. A person who is bitten by rodents and other animals runs a high risk of infection. In general, people who are bitten should get medical help as soon as possible.

Rabies is an extremely serious illness transmitted to people through the saliva of diseased animals such as skunks, bats, raccoons, cattle, cats, dogs, and foxes. A person who is bitten by an animal that may be rabid must get medical help immediately.

Very few people die from snakebites. However, anyone who is bitten by a snake should get medical help quickly. Review the first aid for snakebites in the Standard First Aid book.

Do not touch dead rodents or rodent feces. These could be a source of hanta virus and other diseases.

### **Heat Stress**

Use of the required PPE will increase heat stress, even in cool weather. Take frequent breaks, drink plenty of water, and work at a regular pace to avoid overheating.

Review the symptoms of heat exhaustion and heat stroke and the appropriate first aid treatment for each.

### **Heavy Lifting:**

Drums of waste are heavy. Use proper handling and lifting techniques. Use a drum dolly to move drums and lift gates to load drums into trucks. Never attempt to lift a full drum onto a truck by hand. A hydraulic hoist is used to load drums; only lifting attachments specifically designed for drum lifting can be used. Do not use makeshift lifting attachments.

Drop inlet grates are very heavy and may be difficult to remove. Use power equipment or use grate hooks combined with proper lifting techniques.

### **Medical Assistance:**

The location of the nearest medical facility is established and documented before starting work. This will assist in ensuring that crewmembers know how to contact emergency medical services.